

0150-12616-0000

TRANSMITTAL

TO
The Council

DATE

5/24/2024

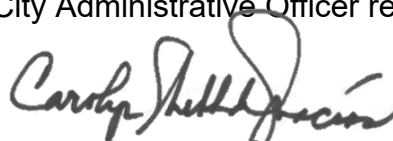
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

**PROPOSED PERSONAL SERVICES CONTRACTS WITH 31 CONSULTANTS TO ESTABLISH
A PRE-QUALIFIED ON-CALL LIST FOR TECHNICAL SUPPORT SERVICES TO THE
BUREAU OF SANITATION**

Transmitted for your consideration.
See the City Administrative Officer report attached.


MAYOR

(Carolyn Webb de Macias for)

MWS/PJH/JVW:jcy:10240189t

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

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


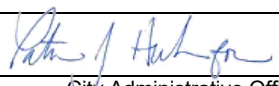
To: The Mayor	Date: 05-13-24	C.D. No. ALL	CAO File No.: 0150-12616-0000
Contracting Department/Bureau: Public Works Bureau Of Sanitation		Contact: Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public works dated March 14, 2024; referred for report on March 14, 2024			
Purpose of Contract: To provide pre-qualified on-call consultant services for planning and technical support for the Bureau's Clean Water, Environmental Quality, Watershed Protection, and Solid Resources Programs			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from the date of execution with an option to extend for an additional five years	
Contract/Amendment Amount: N/A			
Proposed amount \$N/A + Prior award(s) \$0= Total \$N/A			
Source of funds: Various special funds			
Name of Contractor: (31 on-call contractors; see Report)			
Address: See Report			
	Yes	No	N/A
1. Council has approved the purpose			X
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: See Report			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council:

1. Authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation (Bureau), to:
 - a. Establish a Pre-Qualified On-Call list of 31 consultants, as listed below, to provide planning and expert technical support services for the Bureau's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs; and,

Name of Contractor	Address	Workforce that Resides in the City
AECOM Technical Services, Inc.*	300 S. Grand Ave., 8 th Floor, Los Angeles, CA 90071	0.30%
ALISTO Engineering Group, Inc.	2737 N. Main Street, Suite 200, Walnut Creek, CA 94597-2779	2.00%
APTIM Environmental & Infrastructure, LLC*	3240 El Camino Real, Suite 230, Irvine, CA 92602	0.09%
ARCADIS U.S., Inc.*	445 S. Figueroa Street, Suite 3650, Los Angeles, CA 90071	0.30%
Atkins North America, Inc.*	801 S. Grand Avenue, Suite 275, Los Angeles, CA 90017	1.09%
Brown and Caldwell, Inc.*	1000 Wilshire Blvd., Suite 1690, Los Angeles, CA 90017	0.30%
Burns & McDonnell	9400 Ward Parkway, Kansas City, MO 64114	0.10%
Carollo Engineers, Inc.*	707 Wilshire Blvd., Suite 3920, Los Angeles, CA 90017	0.50%

 JCY Analyst 10240189	 City Administrative Officer
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Name of Contractor	Address	Workforce that Resides in the City
CDM Smith, Inc.*	600 Wilshire Blvd., Suite 750, Los Angeles, CA 90017	0.80%
Cordoba Corporation	1401 N. Broadway, Los Angeles, CA 90012	10.36%
CWE	1561 E. Orangethorpe Ave., Suite 240, Fullerton, CA 92831	0.00%
D R Consultants and Designers, Inc.*	915 Wilshire Blvd., 7 th Floor, Los Angeles, CA 90017	19.60%
enfoTech & Consulting, Inc.	717 S. Myrtle Ave., Monrovia, CA 91016	0.00%
FMF Pandion	2235 Encinitas Blvd., Suite 107, Encinitas, CA 92024	0.00%
Geosyntec Consultants, Inc.*	1031 S. Broadway, Suite 300, Los Angeles, CA 90015	0.67%
GHD, Inc.	601 S. Figueroa, Suite 3575, Los Angeles, CA 90017	0.20%
Hazen and Sawyer*	800 W. Sixth Street., Suite 400, Los Angeles, CA 90017	0.40%
HDR Engineering, Inc.*	650 S. Grand Ave., Suite 2900, Los Angeles, CA 90071	0.40%
Jacobs*	555 S. Flower Street, Los Angeles, CA 90071	0.85%
Kleinfelder, Inc.	660 S. Figueroa Street, Suite 1900, Los Angeles, CA 90017	1.35%
Larry Walker Associates, Inc.*	1480 Drew Ave., Suite 100, Davis, CA 95618	3.60%
MARRS Services, Inc.*	328 E. Commonwealth Ave., Fullerton, CA 92832	0.20%
Michael Baker International, Inc.	801 S. Grand Ave., Suite 250, Los Angeles, CA 90017	0.20%
Paradigm Environmental, Inc.	9320 Chesapeake Drive, Suite 100, San Diego, CA 92123	0.00%
Parsons Transportation Group, Inc.*	100 W. Walnut Street, Pasadena, CA 91124	0.79%
PSOMAS*	555 S. Flower Street, Suite 4300, Los Angeles, CA 90071	0.10%
Stantec Consulting Services, Inc.*	300 N. Lake Ave., Suite 400, Pasadena, CA 91101	0.40%
Tetra Tech, Inc.*	17885 Von Karman Ave., suite 500, Irvine, CA 92614	0.40%
TRC Solutions, Inc.*	707 Wilshire Blvd., Suite 3250, Los Angeles, CA 90017	0.39%
Woodard & Curran, Inc. *	888 S. Figueroa Street, Suite 1700, Los Angeles, CA 90017	0.64%
WSP USA, Inc.*	515 S. Figueroa Street, Suite 1400, Los Angeles, CA 90071	0.40%

*Consultants previously qualified from 2014 RFQ and on the current PQOC list expiring July 22, 2024

- b. Execute personal services agreements with the 31 consultants, as previously approved by the Board on March 13, 2024, for an initial five-year term from the date of execution, each with an option to extend the term for an additional five years, at the discretion of the City, for a total potential term of ten years, with compensation to be provided on a project-by-project basis and subject to the availability of project funds; and,

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

SUMMARY

The Public Works, Bureau of Sanitation (Bureau/LASAN) is responsible for the collection, cleaning, and recycling of solid and liquid waste generated by the residential, commercial, and industrial users throughout the City. The Bureau performs its duties through the following four programs: Clean Water, Environmental Quality, Watershed Protection, and Solid Resources. In order to accomplish this work, and in addition to its regular workforce, the Bureau requires the use of Pre-Qualified On-Call (PQOC) consultants to address unanticipated workload increases, compliance deadlines, and to provide specialized technical expertise within the programs. The PQOC list provides the Bureau with the tools to meet regulatory mandates and deadlines in a timely manner. Failure to complete deliverables by those deadlines could result in fines and penalties from various regulatory agencies. The Bureau has used PQOCs since 2008 and most recently established its current PQOC of 25 consultants in 2014, and those contracts are set to expire July 22, 2024.

In October 2022, and in order to ensure continuity of the necessary expert consultant services, the Board of Public Works (Board), authorized the release of a Request for Qualifications (RFQ) to establish a new PQOC. The Bureau received 32 responses, evaluated the responses and now recommends approval of 31 contractors on a new PQOC. One response of the 32 was deemed non-responsive. These consultants will provide highly specialized planning and technical expert support services throughout LASAN's four programs

on an as-needed or emergency basis. Similar to the current PQOC, the term of each contract will be five years from the date of execution with an option to extend the term for an additional five years for a total potential term of ten years. Award of contracts are subject to a Task Order Solicitation (TOS) selection process, and any award over \$150,000 in value is subject to Board approval. The Bureau reports that each TOS opportunity will be open to all 31 firms. Compensation will be provided on a project-by-project basis and subject to the availability of project funds. The contract language has been approved by the City Attorney as to form but execution of the individual contracts are still subject to review and approval of the City Attorney. This Office has reviewed the request and recommends approval.

BACKGROUND

LASAN is responsible for the collection, cleaning, and recycling of solid and liquid waste generated by the residential, commercial, and industrial users throughout the City. The Bureau performs its duties through the following four programs: Clean Water, Environmental Quality, Watershed Protection, and Solid Resources. In addition, on behalf of the City, LASAN, owns and operates four (4) Water Reclamation Plants, over 44 Clean Water Conveyance facilities, several Solids Resources facilities, and various Watershed Protection facilities. These facilities operate on a continual basis and require specialized technical services support. In order to accomplish this work, and in addition to its regular workforce, the Bureau requires the use of PQOC consultants to address unanticipated workload increases, compliance deadlines, and to provide specialized technical expertise within the programs. Further, LASAN's work is subject to a number of regulatory challenges and new mandates that require quick responses and specialized analysis. These demands directly impact LASAN's day-to-day operations and create temporary increases/peaks in workload that cannot be fully absorbed by the existing staff. To be responsive to these requirements and mandates, LASAN must utilize all available resources. LASAN always utilizes in-house staff when the workload can be accommodated without negatively impacting customer service, but in a growing number of instances, the work needed is very limited in duration, requires a quick turnaround, and calls for specialized expertise that goes beyond the abilities of in-house staff, or requires input from industry experts who have experience with similar regulatory and program challenges. In these instances, LASAN needs the ability to quickly obtain consultant assistance. LASAN first established a PQOC in 2008 and has relied on its consultants as necessary. On August 4, 2014, and with an extension in July 2019, the Board executed contracts with 25 PQOCs which are set to expire July 22, 2024. To date, 133 TOS have been issued for a total of \$304.8 million with \$201.8 million in payments to the PQOC consultants. See Table 1 below and the Bureau's July 15, 2019 Report (Attachment 1, Transmittal 1) for more detail on the types of TOS issued and the selected contractors.

Table 1: 2014 RFQ (Current PQOC List): Total Task Order Solicitations Awarded, Contract Amount and Contractor Payments to Date			
Program	TOS Awarded	Contract Amount*	Payments to date
Bureau-wide	1	\$ 68,520	\$ 49,513
Clean Water	70	\$ 172,630,948	\$ 109,300,081
Environmental Quality	5	\$ 2,581,818	\$ 1,038,718
Solids	28	\$ 49,581,818	\$ 38,458,479
Watershed Protection	29	\$ 79,933,958	\$ 52,948,512
Total	133	\$304,796,379	\$201,795,303

*The Contract Amount for Agreement SN-053 for \$124.4 million is split among the four major programs proportionally by known payments to date, and is counted under Clean Water for TOS Awarded.

Contractor Selection Process - On October 7, 2022, the Board authorized the Bureau to issue a new RFQ and to negotiate personal services contracts with the selected consultants in order to avoid any lapse in availability

of the PQOC. The Bureau received 32 proposals on the submittal deadline and used the following evaluation criteria for selection:

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

All 32 consultants received a score of 78 or above, but one firm, Catalyst Environmental Solutions, was deemed non-responsive to the RFQ due to a failure to fully comply with the City's Business Inclusion Program (BIP) requirements. Refer to pages 2 to 4 and Table 1 of the March 14, 2024 correspondence from the Board (BPW-2024-0146) for scores and additional detail. It should be noted that due to the Board's initiatives to establish Community Level Contracting contracts and the City's Small Business inclusion goals, LASAN recommended award to all 31 who passed the contract compliance/technical evaluation instead of the "approximately 15" goal that was specified in the RFQ. The Bureau was assisted by the Bureau of Contract Administration on full review and evaluation of the RFQ responses. On March 13, 2024, the Board approved the PQOC list consisting of 31 consultants, of which, 21 were previously qualified and will be continuing from the current PQOC list.

Scope of Services and Assignment of Work - Under the proposed contracts, the consultants will be offered and selected through the TOS process to provide consulting services for specialized and expert planning and technical support in the following areas:

- Clean Water Program
- Recycled Water Program
- Biosolids Program
- Watershed Protection Program
- Solid Resources Program
- Landfill Post Closure Maintenance
- Compost Operations
- Solid Waste Transfer Station
- Environmental Quality Program
- Financial Planning, Debt Financing, Revenue and Bond Program
- Strategic Planning / Safety and Training Program
- Quality Assurance / Value Assessment
- Support Services
- Public Outreach / Education Program
- Pretreatment Program
- Water Quality Projects (WQP) Development and Evaluation
- Best Management Practices regarding Water Quality Technology Development
- Development of Stormwater Technology Projects
- WQPs Optimization, Monitoring, Operations and Maintenance, and Training

A selection panel of LASAN staff will review and evaluate each TOS proposal according to the same five-category criteria and scoring process used in the RFQ. Due to the various scope of services and value range of each TOS, but also in order to provide a more robust and comprehensive solicitation process, LASAN plans to request all PQOC consultants submit proposals or negative replies for each TOS. Each project will be awarded to the consultant whose proposal represents the best overall value to the City for the requested work. Once an agreement is reached, the Bureau will issue a Notice to Proceed (NTP) to the awarded consultant. For a TOS valued over \$150,000, NTP is issued only after Board approval to award. The contracts give no guarantee of work to any of the consultants.

Compensation for Services - Funding will be provided on a project-to-project basis from various funding sources and subject to the availability of funds. Funds and appropriations will be determined by the Director of the Bureau through the "Project Review by Director" process at the time of approval of the TOS. Compensation for services will be provided through the following methods or a combination thereof:

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

Any potential billing rate adjustments and consultant staff promotions will be addressed within the TOS negotiations and in the final Task Agreement. Failure to comply with the requested services could result in liquidated damages in accordance with the provisions in Article 9 of the contracts. In accordance with City Standard Provisions for contracting, payment obligation is subject to the availability of budgeted funds.

CITY CONTRACTING COMPLIANCE

On January 29, 2020, and in conjunction with the exercise of the 2019 renewal options for the 2014 PQOC, the Bureau filed a Notice of Intent to Contract with the Personnel Department (Personnel). In April 2020, Personnel, in accordance with Charter Section 1022, determined there were City classifications that could perform the work but that there was insufficient existing staff and that additional staff could not be employed in a timely manner to meet compliance deadlines and address unanticipated increases in workload. In June 2022, this Office determined that it would be more feasible to contract work due to insufficient City staff available and the intermittent nature of the work (Attachment 2). The consultants have pledged to adhere to the City's defined BIP and the Bureau has provided detailed information on the consultants' BIP participation levels on Page 5 through Page 47 of its report. Information on the percentage of the consultant's workforce that resides in the City is provided with the list of consultants in the recommendations. All other City requirements and standard contract provisions have been adhered to.

The City Attorney has reviewed the proposed contracts as to form. In accordance with Los Angeles City Charter Section 373 and Los Angeles City Administrative Code Section 10.5(a), execution of the 31 PQOC contracts require Council approval as the total term of each contract exceeds three years.

FISCAL IMPACT STATEMENT

The execution of the 31 proposed contracts will have no additional impact to the General Fund as funding will be identified on a project-by-project basis from various funds, subject to availability. Issuance of a Task Order for the Environmental Quality Program may impact the General Fund as the program is fully funded by the General Fund. The contracts include Standard Provisions, which contain a City obligation limitation clause that limits the City's obligation to make payments to funds which have been appropriated for the stated purpose.

FINANCIAL POLICIES STATEMENT

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

MWS/PJH/JVW:jcy/amm:10240189

Attachment 1 – Transmittal from the Board of Public Works dated March 14, 2024

BOARD OF PUBLIC WORKS
MEMBERSAURA GARCIA
PRESIDENTM. TERESA VILLEGAS
VICE PRESIDENTDR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPOREVAHID KHORSAND
COMMISSIONERSUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOROFFICE OF THE
BOARD OF PUBLIC WORKSTJ KNIGHT
ASST. EXECUTIVE OFFICER200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278<http://bpw.lacity.org>

March 14, 2024

BPW-2024-0146

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

**PERSONAL SERVICES CONTRACTS – BUREAU OF SANITATION’S CLEAN WATER,
ENVIRONMENTAL QUALITY, SOLID RESOURCES AND WATERSHED PROTECTION
PROGRAMS**

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

1. AUTHORIZE to execute Personal Services Contracts with 31 Pre-Qualified On-Call Consultants for planning and technical support services; and
2. AUTHORIZE the President or two members of the Board to execute these contracts.

(W.O. SWPQCCMT)

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

There is little to no **fiscal impact to the City's General Fund because of this action.** The City's General Fund may be impacted when and if a Task Order Solicitation is issued for the Environmental Quality Program (EQP). In the past, Safe Clean Water Projects have been funded via special funds such as Fund 60W - LA County Safe Clean Water Municipal Fund and Fund 63F - Measure W Regional Funds. The contracts to be entered into with the selected consultants will not have a single, specific source of funds attached to it. Instead, funds will be identified by the Director of LA Sanitation and Environment or Designee on a project-by project basis from various sources at the time specific Task Order Solicitations are issued to the consultants.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ Knight', written in a cursive style.

TJ KNIGHT, '

Asst. Executive Officer, Board of Public Works

TK:lc

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

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
MARCH 13, 2024

MAR 13 2024
AND REFERRED TO THE MAYOR


Executive Officer
Board of Public Works

CD: ALL

AND REFERRED TO THE CITY COUNCIL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACTS WITH PRE-QUALIFIED ON-CALL CONSULTANTS FOR LA SANITATION'S CLEAN WATER, ENVIRONMENTAL QUALITY, SOLID RESOURCES AND WATERSHED PROTECTION PROGRAMS. (W.O. #SWPQCCMT)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute Personal Services Contracts with 31 Pre-Qualified On-Call Consultants for planning and technical support services.
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute these contracts.

TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration Joint Board Report No. 1 (Transmittal 1), dated October 7, 2022, authorizing LASAN to distribute a Request for Qualifications (RFQ), to interview, select and negotiate with the most qualified proposer, and to return to the Board for authority to award and execute any contract(s) to perform the work.
2. Copy of email from Catalyst Environmental Solutions to LASAN dated March 8, 2023
3. Copy of email from LASAN to Catalyst dated August 18, 2023
4. Copy of letter from Catalyst to LASAN, dated August 28, 2023
5. Master copy of the proposed contracts between the City of Los Angeles and the selected consultant firms

FISCAL IMPACT STATEMENT

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

DISCUSSION

Background

The City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) owns and operates four (4) Water Reclamation Plants, over 44 Clean Water Conveyance facilities, several Solids Resources facilities, and various Watershed Protection facilities. These facilities require specialized technical services support for LA Sanitation and Environment's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs.

LASAN is facing a number of regulatory challenges and new mandates that require quick responses and specialized analysis. These demands directly impact LASAN's day-to-day operations and create temporary increases/peaks in workload that cannot be fully absorbed by the existing staff. To be responsive to these requirements and mandates, LASAN must utilize all available resources. LASAN always utilizes in-house staff when the workload can be accommodated without negatively impacting customer service, but in some instances, the work needed is very limited in duration, requires a quick turnaround, and calls for specialized expertise that goes beyond the abilities of in-house staff, or requires input from industry experts who have experience with similar regulatory and program challenges. In these instances, LASAN needs the ability to quickly obtain consultant assistance.

On August 4, 2014, the Board executed contracts with 25 consultants to provide these planning and technical support services for LASAN's various programs for a five-year term, with an optional five-year renewal. The Board approved the renewal in July 2019. Accordingly, these existing contracts will expire on July 22, 2024.

The RFQ Process

On October 7, 2022, the Board authorized LASAN to distribute a new Request for Qualifications (RFQ) to provide these planning and technical consulting services and negotiate a personal services contract with each of the selected firms (Transmittal 1). The new on-call consulting contracts resulting from the RFQ cover the services necessary to support LASAN's various programs on an emergency or as-needed basis.

On the RFQ submittal deadline, LASAN received a total of thirty-two (32) proposals. All proposals were reviewed by the Bureau of Contract Administration (BCA) for evaluation of the Business Inclusion Program (BIP) outreach requirement. BCA deemed all of the proposers responsive to the City's BIP outreach requirement, with the exception of Catalyst Environmental Solutions.

Catalyst Environmental Solutions' (Catalyst) proposal was deemed non-responsive due to a failure to comply with BIP Indicator No. 6 - Negotiate in Good Faith. There are five (5) firms listed within Catalyst's proposal that were not listed on their Schedule A - List of Potential Subconsultants, or on their online BIP Summary Sheet, being Carollo Engineers, Inc., Mott MacDonald, Michael Baker International, Inc., Katz & Associates, and Environmental Science Associates. Catalyst provided a Letter of Intent for Fluidon US Inc.; however, Fluidon was not listed on Catalyst's Schedule A or their BIP Summary Sheet, while Kinetic Environmental, Inc., who did not respond to Catalyst's BIP outreach, was listed on their Schedule A.

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Staff initially discussed these issues with Catalyst via email on March 6, 2023 with Catalyst responding on March 8, 2023 (Transmittal No. 2). Staff then discussed Catalyst's response with BCA. After conferral, staff notified Catalyst on August 18, 2023 (Transmittal No. 3) that it would be LASAN's recommendation that Catalyst be deemed non-responsive; Staff then discussed this further with Catalyst via video call on August 23, 2023. During discussions, Catalyst indicated this was their first time competing as a Prime Contractor bidder and performing the BIP Outreach, and displayed a misunderstanding with respect to the BIP Outreach requirements, mistakenly believing that the Schedule A and Summary Sheet listing requirements pertained only to MBE, WBE, and/or SBE-certified subcontractors. Catalyst provided a formal response on August 28, 2023 (Transmittal No. 4), however, in spite of Catalyst's inexperience as a Prime bidder and misunderstanding of the BIP requirements, LASAN's recommendation remains that Catalyst be deemed non-responsive for failing to meet the requirements of BIP Indicator No. 6. BCA concurs with this recommendation.

Evaluation Process

The evaluation and scoring of the technical proposals for specialized planning and technical services were completed by an evaluation panel consisting of five (5) LASAN engineering, information technology, and administrative staff who evaluated the proposals based on the following selection criteria:

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

(Continued on next page)

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Table 1 shows scores for each proposer that was evaluated.

	Proposer	Score
1	Parsons Transportation Group, Inc.	108
2	TRC Solutions, Inc.	108
3	Psomas	105
4	MARRS Services, Inc.	104
5	AECOM Technical Services, Inc.	103
6	ARCADIS U.S., Inc.	103
7	Cordoba Corporation	102
8	Kleinfelder, Inc.	101
9	WSP USA, Inc.	101
10	Atkins North America, Inc.	100
11	Brown and Caldwell, Inc.	100
12	Carollo Engineers, Inc.	100
13	D R Consultants and Designers, Inc.	100
14	Hazen and Sawyer	100
15	HDR Engineering, Inc.	100
16	Jacobs (CH2M HILL Engineers, Inc.)	100
17	Michael Baker International, Inc.	100
18	Larry Walker Associates Inc.	99
19	Tetra Tech, Inc.	99
20	CWE dba California Watershed Engineering Corp.	98
21	Paradigm Environmental	98
22	Geosyntec Consultants, Inc.	97
23	Catalyst Environmental Solutions	96
24	FMF Pandion	96
25	CDM Smith, Inc.	95
26	GHD Inc.	95
27	Stantec Consulting Services, Inc.	95
28	Woodard & Curran, Inc.	95
29	APTIM Environmental & Infrastructure, LLC	91
30	Burns & McDonnell	88
31	enfoTech & Consulting Inc. (Engineering)	87
32	ALISTO Engineering Group Inc.	78

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Local Business Preference (LBP) Program

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

The Local Business Preference Program (LBPP), established by Ordinance No. 181910 and amended by Ordinance No. 187121, did not have any bearing on the evaluations due to the recommendation to award to all responsive Proposers. However, staff confirmed that the following respondents qualified for the LBPP in accordance with the RFQ requirements:

1	AECOM Technical Services, Inc.
2	ARCADIS U.S., Inc.
3	Cordoba Corporation
4	Kleinfelder, Inc.
5	MARRS Services, Inc.
6	Parsons Transportation Group, Inc.
7	Psomas
8	Tetra Tech, Inc.
9	TRC Solutions, Inc.
10	WSP USA, Inc.

Proposed Term of the Agreement

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

Business Inclusion Program

At the time of distribution of the RFQ for these services, the City established anticipated participation levels for this contract of 18% MBE, 4% WBE, 25% SBE, 8% EBE and 3% DVBE. The following tables reflect the lists of potential subconsultants which may be utilized on Task Orders issued under the proposed contracts:

Gender/Ethnicity Codes:

AA = African American
SAA = Subcontinent Asian American
C = Caucasian
M = Male

HA = Hispanic American
APA = Asian Pacific American
NA = Native American
F = Female

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AECOM Technical Services, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Advanced Technology Laboratories (ATL)	M/HA	MBE, SBE, EBE
AESCO, Inc.	-	OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Arcadis U.S., Inc.	-	OBE
Beyaz & Patel, Inc.	M/SAA	MBE
BLP Engineers, Inc.	-	SBE, EBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
Digital Mapping, Inc.	F/HA	MBE/WBE, SBE, EBE
DR Consultants & Designers, Inc.	F/HA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Kana Subsurface Engineering	M/HA	MBE, DVBE
KOA Corporation	-	OBE
Lee & Ro, Inc.	M/APA	MBE, SBE
Leland Saylor & Associates, Inc.	-	DVBE
MA Engineering	M/HA	MBE, SBE, EBE, DVBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Physis Environmental Laboratories, Inc.	-	OBE
PMCS Group, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Redzone Robotics, Inc.	-	OBE
T2 UES, Inc. dba T2 Utility Engineers	-	OBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Trussell Technologies, Inc.	-	OBE
V&A Consulting Engineers, Inc.	F/C	WBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc. Weck Analytical Environmental Services, Inc.	M/HA	MBE

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ALISTO Engineering Group Inc. (MBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Environmental Testing Laboratory	-	SBE, EBE
Phase 5 Environmental	-	SBE, EBE
Impact Sciences, Inc.	F/C	WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
BC2 Environmental, LLC	-	OBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Belshire Environmental Services, Inc.	F/C	WBE
Spectrum Environmental Services, Inc. dba Spectrum Geophysics	-	SBE, EBE

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APTIM Environmental & Infrastructure, LLC (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Akima Consulting LLC	F/C	WBE, SBE, EBE
The Alliance Group Enterprise, Inc.	M/APA	MBE, SBE, EBE
Alliance Outreach LLC	F/C	WBE, SBE, EBE
Atkins North America, Inc.	-	OBE
The Bay Foundation	-	OBE
Beyaz & Patel	M/SAA	MBE
Black & Veatch Corporation	-	OBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE , DVBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
CG Resource Management and Engineering	F/C	SBE, EBE
Clean Water Fund	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE, EBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DR Consultants & Designers Inc.	F/HA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
Ensafe, Inc.	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
GEI Consultants, Inc.	-	OBE
Geo-Logic Associates	-	OBE
GeoSyntec Consultants, Inc.	-	OBE
GHD Inc.	-	OBE
Hazen and Sawyer	-	OBE
Herrera Environmental Consultants, Inc.	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Kleinfelder, Inc.	-	OBE
Michael Baker International, Inc.	-	OBE
Miller Marine Science & Consulting, Inc.	-	SBE, EBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Mundo Environmental, Inc.	M/HA	MBE
Alta Environmental, LP dba NV5, Inc.	-	OBE
Oneida Engineering Solutions, LLC	M/NA	MBE
Paul Hansen Engineering, LLC	-	SBE, EBE
The Pond Company, Inc.	-	SBE, EBE
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
ReCREATE Waste Collaborative, LLC	-	SBE, EBE
S. Groner Associates, Inc.	-	SBE, EBE
Stillwater Ecosystem, Watershed, and Riverine Sciences dba Stillwater Sciences	F/C	WBE, SBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE

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ARCADIS U.S., Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AECOM Technical Services, Inc.	-	OBE
AESCO, Inc.	-	OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Brenda A. Palmer Consulting (BAP Consulting)	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE , DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, DVBE
Carter Industrial Automation	M/AA	MBE
Coast Surveying, Inc.	M/HA	MBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
Dake Landscape	-	SBE, EBE
Dakota Communications	M/AA	MBE, SBE, EBE
DC Traffic Control	M/HA	MBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
D R Consultants & Designers, Inc.	F/HA	MBE, WBE, SBE, EBE
D.R. McNatty & Associates, Inc.	-	DVBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
ETR Consultants	F/AA	MBE/WBE
Hazen and Sawyer	-	OBE
HDR Engineering, Inc.	-	OBE
HF&H Consultants, LLC	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
JC Lacey Consulting	-	SBE/EBE
Kapsch TrafficCom USA, Inc.	-	OBE
KOA Corporation	-	OBE
KPFF	-	OBE
Lee + Ro, Inc.	M/APA	MBE
LEED Electric, Inc.	-	OBE
Los Angeles Engineering, Inc.	-	OBE
Mammoth Associates, LLC	F/C	WBE, SBE, EBE
MARRS Services, Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
McMillen Jacobs Associates	-	OBE
Michael Baker International, Inc.	-	OBE

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ARCADIS U.S., Inc. (OBE)		
Mott MacDonald	-	OBE
Murakawa Communications	F/APA	MBE, WBE, SBE, EBE
Murray Company	-	OBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
NRC Environmental Services, Inc., a US Ecology Company	-	OBE
O2EPCM, Inc.	F/AA	MBE/WBE, SBE, EBE
Pamela Burton & Company	-	SBE, EBE
Paul Hansen Engineering, LLC	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	SBE, EBE
PMCS Group, Inc.	-	OBE
Project Finance Advisory Limited	F/C	WBE, SBE, EBE
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Soffa Electric, Inc.	-	SBE
Stantec Consulting Services, Inc.	-	OBE
Sustainable Watershed Designs, Inc.	-	SBE, EBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
United Storm Water, Inc.	M/HA	MBE
V&A Consulting Engineers, Inc.	F/C	WBE
Wagner Engineering & Survey, Inc.	F/C	WBE, SBE, EBE
Waste Management	-	OBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	M/HA	MBE
Woodard & Curran, Inc.	-	OBE

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Atkins North America, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
Agromin	-	OBE
AirX Utility Surveyors, Inc.	F / C	WBE, SBE
Alliance Outreach LLC	F / C	WBE, SBE, EBE
Alta Environmental, LP dba NV5, Inc.	-	OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Antonio Acoustics	M / HA	MBE
Aptim Environmental and Infrastructure, LLC	-	OBE
Associated Transportation Engineers	-	OBE
Beyaz & Patel, Inc.	M/SAA	MBE, SBE, EBE
Brenda A. Palmer Consulting (BAP Consulting)	F/C	WBE
C Below, Inc.	-	OBE
Chambers Group	-	OBE
Clark Seif Clark, Inc.	-	OBE
Coast Surveying, Inc.	M/HA	MBE ,SBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
Cumming Management Group, Inc.	-	OBE
CWE dba California Watershed Engineering Corp	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
D R Consultants & Designers, Inc.	F/HA	WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E2 Consulting	M/APA	MBE
E. Tseng & Associates	-	SBE, EBE
Emax	-	OBE
Enthalpy Analytical	-	OBE
EPC Consultants	-	OBE
Environmental Science Associates	-	OBE
Epic Land Solutions	-	OBE
Flow Science Incorporated	-	OBE
FPL and Associates	M / APA	MBE, SBE
Gruen Associates	M / APA	MBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
INTERA GEOSCIENCE & ENGINEERING SOL	-	OBE
Katz and Associates	F/C	WBE, SBE
KOA Corporation	-	OBE

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Atkins North America, Inc. (OBE)		
Leland Saylor & Associates, Inc.	-	DVBE
Lynn Capouya, Inc.	-	WBE, SBE
MARRS Services, Inc.	F/APA	MBE, WBE
McMillan Jacobs Associates	-	OBE
Michael Baker International, Inc.	-	OBE
MNS Engineers	-	OBE
Moran Consulting Corporation	M / HA	MBE, SBE, EBE
N2W Engineering, Inc.	-	SBE, EBE
National Plant Services	-	OBE
Ninyo and Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Northwest Hydraulic Consultants (NHC)	-	OBE
Pacific Resources Services Corp.	-	OBE
Paul Hansen Engineering, LLC	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
PMCS Group, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F / APA	MBE/WBE, SBE, EBE
Project Partners, Inc.	M/APA	MBE, SBE
RF Yeager Engineering, Inc.	-	DVBE, SBE, EBE
SafeProbe, Inc.	M/APA	MBE
Sapphos Environmental, Inc.	F/HA	MBE, WBE, SBE
Sasaki Associates, Inc.	-	OBE
SewerAI Corporation	-	OBE
Smith-Emery Laboratories	-	OBE
SPI Engineering	M / HA	MBE
Studio-MLA	F/HA	MBE/WBE, SBE
The Morcos Group	-	OBE
The Pond Company, Inc.	-	SBE, EBE
The Wonderland Group, Inc. [dba Ozone Reality Capture]	-	SBE, EBE
Twining Consulting, Inc.	-	OBE
Wagner Engineering & Survey, Inc.	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Brown and Caldwell, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Belshire Environmental Services, Inc.	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE , DVBE
Coast Surveying, Inc.	M/HA	MBE, SBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE , EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
Cyrous Gilani, Cyrous and Associates	-	OBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
DR Consultants and Designers, Inc.	F/HA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
EEC Environmental	-	SBE
EPC Consultants	-	OBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
Flow Science Incorporated	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
GeoSyntec Consultants, Inc.	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katz and Associates	F/C	WBE, SBE
MARRS Services, Inc.	F/APA	MBE, WBE
The Morcos Group, Inc.	F/C	MBE, WBE, SBE, EBE
Murakawa Communications, Inc.	F/APA	WBE, SBE, EBE
Pace Analytical Services, Inc.	-	OBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Finance Advisory Limited	F/C	WBE, SBE, EBE
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba Projectline Technical Services	F/APA	MBE/WBE, SBE, EBE
Raftelis Financial Consultants, Inc.	-	OBE
Redzone Robotics, Inc.	-	OBE
S Groner Associates	-	SBE, EBE
Separation Processes, Inc. (SPI)	-	SBE, EBE
Trussell Technologies, Inc.	-	OBE
Wagner Engineering & Survey, Inc.	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Water Resources Economics, LLC	-	OBE

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Burns & McDonnell (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Aptim Environmental and Infrastructure LLC	-	OBE
ArchaeoPaleo Resource Mgmt.	F/C	WBE, SBE, EBE
Blaine Tech Services	F/C	WBE
Clean Harbor	M / APA	MBE, SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Francison Consulting, Inc.	M/HA	MBE, SBE, EBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Carollo Engineers, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AESCO	-	OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
APTIM Environmental	-	OBE
Beyaz & Patel, Inc.	M/SAA	MBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Catalyst Environmental Solutions Corporation	-	SBE, EBE
Coast Surveying Inc.	M/HA	MBE, SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Cordoba Corporation	M/HA	MBE
Council for Watershed Health	-	OBE
CPM Construction	M/SAA	MBE, SBE, EBE
Craftwater Engineering Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
DDB Engineering Inc.	F/C	WBE, SBE, EBE
DRP Engineering Inc.	M/APA	MBE, SBE, EBE
EPC Consultants	-	OBE
Ernst & Young Infrastructure Advisors LLC	-	OBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
Fehr & Peers	-	OBE
Flow Science Incorporated	M/APA	OBE
HF&H Consultants LLC	-	SBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Jacobs/CH2M Hill Inc.	-	OBE
J.R. Miller & Associates	-	OBE
Katz & Associates Inc.	F/C	WBE, SBE
LUCE Consulting LLC	F/C	WBE
Larry Walker Associates Inc.	F/C	WBE
M2 Resource Consulting Inc.	F/C	WBE
MARRS Services Inc.	F/APA	MBE/WBE
Michael Baker International, Inc.	-	OBE
Jacobs Associates (dba McMillen Jacobs Associates)	-	OBE
The Morcos Group	F/C	WBE, SBE, EBE
NAJE Consulting LLC	-	OBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Northwest Hydraulic Consultants	-	OBE

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Carollo Engineers, Inc. (OBE)		
Pacoima Beautiful	-	OBE
Pamela Burton & Company	F/C	WBE, SBE, EBE
Paradigm Environmental	-	SBE, EBE
Paul Hensen Engineering LLC	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Finance Advisory Ltd	F/C	WBE, SBE, EBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Project Partners, Inc.	-	OBE
SHA Analytics LLC	F/C	WBE, SBE, EBE
Stantec Consulting Services Inc.	-	OBE
Studio-MLA	F/HA	MBE/WBE, SBE
The Sierra Group	F/HA	MBE, WBE
Trussell Technologies, Inc.	-	OBE
VCA Engineers Inc.	M/APA	MBE, SBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	F/HA	MBE, WBE

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CDM Smith, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Advanced Technology Laboratories (ATL)	M/HA	MBE, SBE, EBE
ADvTECH Environmental	M/APA	MBE, SBE, EBE
AESCO	-	OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
Alta Environmental, LP dba NV5, Inc.	-	OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Aptim Environmental and Infrastructure LLC	-	OBE
ArchaeoPaleo Resource Mgmt.	F/W	WBE, SBE, EBE
B3 Media Solutions, Inc.	F/AA	MBE/WBE
Beyaz & Patel, Inc.	M/SAA	MBE
BLP Engineers, Inc.	-	SBE, EBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
California Watershed Engineering	M/HA	MBE, SBE
Council for Watershed Health	-	OBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
D R Consultants & Designers, Inc.	F/HA	WBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
EEC Environmental	-	SBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Group Delta Consultants, Inc.	-	OBE
Harris & Company	F/W	WBE/SBE, EBE
HF&H Consultants, LLC	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Larry Walker Associates, Inc.	F/C	WBE
Lee & Ro, Inc.	M/APA	MBE, SBE
Lynn Capouya, Inc.	F/C	WBE, SBE
MapVision Technologies, Inc.	M/APA	MBE, SBE, EBE
MARRS Services, Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Mujeres de la Tierra	-	OBE
NBA Engineering, Inc.	F/C	WBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE

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CDM Smith, Inc. (OBE)		
Northwest Hydraulic Consultants (NHC)	-	OBE
NUVIS	M/HA	MBE
O2EPCM, Inc.	F/AA	WBE/MBE, SBE, EBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Richard Slade and Associates	-	OBE
SGA Marketing	-	OBE
Stillwater Ecosystem, Watershed, and Riverine Sciences dba Stillwater Sciences	F/C	WBE, SBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Trussell Technologies, Inc.	-	OBE
V&A Consulting Engineers, Inc.	F/C	WBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	M/HA	MBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Cordoba Corporation (MBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Arcadis U.S., Inc.	-	OBE
Beyaz & Patel, Inc.	M/SAA	MBE
Brenda A. Palmer Consulting (BAP Consulting)	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Carollo Engineers, Inc.	-	OBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
EPC Consultants	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katz and Associates	F/C	WBE, SBE
Leland Saylor & Associates, Inc.	-	DVBE
MARRS Services, Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Mundo Environmental, Inc.	M/HA	MBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Paradigm Environmental	-	SBE, EBE
Paul Hansen Engineering, LLC	-	SBE, EBE
Richard Slade and Associates	-	OBE
Rincon Consultants	-	OBE
Stantec Consulting Services, Inc.	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
The Pond Company, Inc.	-	SBE, EBE
Trussell Technologies, Inc.	-	OBE
Vanir Construction Management, Inc.	F/HA	MBE, WBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

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CWE dba California Watershed Engineering Corp (MBE, SBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
APEX Companies, LLC	-	OBE
Aquatic Bioassay and Consulting	-	OBE
Black & Veatch Corporation	-	OBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE,
CDM Smith	-	OBE
Coast Surveying, Inc.	M/HA	MBE, SBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	W/APA	WBE/MBE, SBE, EBE,
e2020 Technology, Inc.	M / APA	MBE
Enthalpy Analytical	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Geo-Logic Associates	-	OBE
GHD Inc.	-	OBE
Guida Surveying, Inc.	F / C	WBE
Hazen and Sawyer	-	OBE
HDR Engineering, Inc.	-	OBE
Jacobs Engineering Group Inc.	-	OBE
Larry Walker Associates, Inc.	F/C	WBE
Leland Saylor & Associates, Inc.	-	DVBE
MARRS Services, Inc.	F/APA	MBE/WBE
Murakawa Communications, Inc.	F/APA	MBE, WBE, SBE, EBE,
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Sapphos Environmental, Inc.	F/HA	WBE, SBE
SiteScan	-	OBE
Stantec Consulting Services, Inc.	-	OBE
Studio-MLA	F/HA	MBE, WBE, SBE
Terracon	-	OBE
Woodard & Curran, Inc.	-	OBE

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D R Consultants and Designers, Inc. (MBE, SBE, EBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
Arcadis U.S., Inc.	-	OBE
Atkins North America, Inc.	-	OBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
CDM Smith	-	OBE
C2PM	F/APA	MBE/WBE, SBE, EBE
CWE	M/HA	MBE, SBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE,
Lee & Ro, Inc.	M/APA	MBE, SBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Mundo Environmental, Inc.	M/HA	MBE
Ross Infrastructure Development	-	DVBE, SBE, EBE
Terracon	-	OBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE, SBE

enfoTech & Consulting Inc. (MBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
UltraSystems Environmental Incorporated	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

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FMF Pandion (MBE, SBE, EBE, DVBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
Anchor QEA	-	OBE
Applied EarthWorks Inc.	-	SBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
Catalyst Environmental Solutions	-	SBE/EBE
CDM Smith	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineers	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
DRP Engineers	M/APA	MBE, SBE, EBE
Dudek	-	OBE
Enthalpy Analytical	-	OBE
Hazen and Sawyer	-	OBE
KMEA	-	DVBE
LWA (Larry Walker Associates Inc.)	F/C	WBE
Michael Baker International	-	OBE
Mikhail Ogawa Engineering	M/APA	MBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Alta Environmental, LP dba NV5, Inc.	-	OBE
PACE	-	OBE
PacRim Engineering	M/APA	MBE, SBE
PERC Water	-	OBE
Physis Environmental Laboratories, Inc.	-	OBE
RES Environmental Operating Company LLC	-	OBE
Sapphos Environmental Inc.	F/HA	MBE/WBE, SBE
Scout Environmental	-	SBE, EBE, DVBE
United Storm Water Inc.	M/HA	MBE
Yorke Engineering, LLC	F/C	WBE

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Geosyntec Consultants, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
Alta Planning and Design	-	OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Aptim Environmental and Infrastructure, LLC	-	OBE
Arcadis U.S., Inc.	-	OBE
Brenda A Palmer Consulting	F/C	WBE
Brown and Caldwell	-	OBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
CWE	M/HA	MBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
Drummond Carpenter PLLC	-	OBE
DTA	-	OBE
GCAP Services, Inc.	M/HA	MBE, SBE, EBE
GEOVision Inc.	-	SBE, EBE
GHD Inc.	-	OBE
Hazen and Sawyer	-	OBE
HDR Engineering, Inc.	-	OBE
Larry Walker Associates, Inc.	F/C	WBE
Leland Saylor & Associates, Inc.	-	DVBE
Luce Consulting	F/C	WBE
M2 Resource Consulting Inc.	F/C	WBE
MARRS Services, Inc.	F/APA	MBE/WBE
Mundo Environmental, Inc.	M/HA	MBE
Murakawa Communications, Inc.	F/APA	MBE, WBE, SBE, EBE
OLIN	-	OBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
re:focus partners, llc	-	OBE
S Groner Associates	-	SBE, EBE
SALT Landscape Architects, Inc.	-	SBE, EBE
Sasaki Associates	-	OBE
Stantec Consulting Services, Inc.	-	OBE
VCA Engineers, Inc.	M/APA	MBE, SBE

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GHD, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
ADS Environmental Services,	-	OBE
Advanced Technology Laboratories	M/HA	MBE, SBE, EBE
AESCO	-	OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
Alliance Technical Group	-	OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Aptim Environmental and Infrastructure LLC	-	OBE
Arcadis U.S., Inc.	-	OBE
Awad Engineering	-	SBE
Belshire Environmental Services, Inc.	F/C	WBE
Beyaz & Patel, Inc.	M/SAA	MBE
Blaine Tech Services	F/C	WBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C Below, Inc.	-	OBE
C2PM	F/APA	MBE/WBE, SBE, EBE
California Watershed Engineering	M/HA	MBE, SBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
Coast Surveying, Inc.	M/HA	MBE, SBE
Cordoba Corporation	M/HA	MBE
Council for Watershed Health	-	OBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
Cyrous Gilani, Cyrous and Associates	-	OBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
Diaz Consultants, Inc. dba Diaz Yourman & Associates	M/HA	MBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
DTA	-	OBE
E. Tseng & Associates	-	SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
E2 Consulting	M/APA	MBE
EEC Environmental	-	SBE
Enthalpy Analytical	-	OBE
Environmental Outreach Strategies, Inc.	-	SBE, EBE
Flow Science Incorporated	-	OBE
GeoSyntec Consultants, Inc.	-	OBE
GK & Associates	-	SBE, EBE
Group Delta Consultants, Inc.	-	OBE

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GHD, Inc. (OBE)		
Guida Surveying, Inc.	-	OBE
HDR Engineering, Inc.	-	OBE
HF&H Consultants, LLC	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katz and Associates	F/C	WBE, SBE
Kinnetic Environmental, Inc.	-	SBE
Lee & Ro, Inc.	M/APA	MBE, SBE
Leland Saylor & Associates, Inc.	-	DVBE
Lynn Capouya, Inc.	F/C	WBE, SBE
MARRS Services, Inc.	F/APA	MBE/WBE
McMillen Jacobs Associates	-	OBE
Montrose Environmental Solutions, Inc.	-	OBE
Mundo Environmental, Inc.	M/HA	MBE
Murakawa Communications, Inc.	F/APA	MBE, WBE, SBE, EBE
National Plant Services	-	OBE
NUVIS	M/HA	MBE
Paradigm Environmental	-	SBE, EBE
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Raftelis Financial Consultants, Inc.	-	OBE
Redzone Robotics, Inc.	-	OBE
Rice's Concrete Cutting Services, Inc.	-	OBE
S Groner Associates	-	SBE, EBE
Separation Processes, Inc. dba SPI	-	SBE, EBE
Stantec Consulting Services, Inc.	-	OBE
Strategic Value Solutions, Inc.	-	OBE
Studio-MLA	F/HA	MBE/WBE, SBE
SubSurface Surveys & Associates, Inc.	-	SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
The Pond Company, Inc.	-	SBE, EBE
Trussell Technologies, Inc.	-	OBE
United Storm Water, Inc.	M/HA	MBE
V&A Consulting Engineers, Inc.	F/C	WBE
Value Management Strategies, Inc.	-	OBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Water Resources Economics, LLC	-	OBE
Woodard & Curran, Inc.	-	OBE

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Hazen and Sawyer (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Advanced Technology Laboratories	M/HA	MBE, SBE, EBE
ADvTECH	M/APA	MBE, SBE, EBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories LLC	-	SBE, EBE
Aptim Environmental & Infrastructure LLC	-	OBE
Arcadis US Inc.	-	OBE
Blue Heron Engineering Services Ltd	F/C	WBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Calvada Surveying Inc.	M/HA	MBE, SBE, EBE, DVBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
CR Associates	F/APA	MBE/WBE, SBE
Craftwater Engineering Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DDB Engineering Inc.	F/C	WBE, SBE, EBE
Diaz Consultants Inc./ Diaz Yourman & Associates	M/HA	MBE, SBE, EBE
DR Consultants & Designers, Inc.	F/HA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
El Camino Construction & Engineer Corp	M/HA	MBE
EPC Consultants	-	OBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
ETR Consultants LLC	F/AA	MBE/WBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
GEI Consultants, Inc.	-	OBE
Geosyntec Consultants, Inc.	-	OBE
Global Design Build Inc.	M/AA	MBE
Harris & Company	F/C	WBE, SBE, EBE
HDR Engineering Inc.	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Jacobs (Jacobs Project Management Co.)	-	OBE
J.R. Miller & Associates (JRMA)	-	OBE
Kinnetic Environmental Inc.	-	SBE
Larry Walker Associates	F/C	WBE
Lee & Ro, Inc.	M/APA	MBE, SBE
LimnoTech	-	OBE
MARRS Services Inc.	F/APA	MBE/WBE

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Hazen and Sawyer (OBE)		
Martini Drilling Corp	M/HA	MBE, SBE, EBE
Mehta Mechanical Company Inc. (MMC Inc.)	-	SBE
Michael Baker International, Inc.	-	OBE
The Morcos Group Inc.	F/C	WBE, SBE, EBE
Murakawa Communications	F/APA	MBE/WBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
NUVIS	M/HA	MBE, SBE
Paradigm Environmental	-	SBE, EBE
Paragon Language Services Inc.	F/C	WBE, SBE, EBE
The Pond Company, Inc.	-	SBE, EBE
Project Partners, Inc.	-	OBE
Raftelis Financial Consultants	-	OBE
SCS Engineers	-	OBE
S. Groner Associates Inc.	-	SBE, EBE
Tidal Influence	-	SBE, EBE
TLC Interpreting & Translation Services Inc.	F/HA	MBE/WBE, SBE
Trussell Technologies, Inc.	-	OBE
United Pumping Services Inc.	M/HA	MBE
V&A Consulting Engineers, Inc.	F/C	WBE
Wagner Engineering & Survey Inc. (WES)	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Woodard & Curran Inc.	-	OBE
Yorke Engineering LLC	F/C	WBE, SBE

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HDR Engineering, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
ADS Environmental Services,	-	OBE
AESCO	-	OBE
Alliance Group	M/APA	MBE, SBE, EBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
Arcadis U.S., Inc.	-	OBE
Belshire Environmental Services, Inc.	F/C	WBE
C Below, Inc.	-	OBE
California Watershed Engineering	M/HA	MBE, SBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
EEC Environmental	-	SBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Geo-Advantec	-	SBE, EBE
GeoSyntec Consultants, Inc.	-	OBE
GHD Inc.	-	OBE
Guida Surveying, Inc.	-	OBE
Hazen and Sawyer	-	OBE
MARRS Services, Inc.	F/APA	MBE/WBE
Murakawa Communications, Inc.	F/APA	MBE/WBE, SBE, EBE
PACE	-	OBE
S Groner Associates	-	SBE, EBE
SafeProbe, Inc.	M/APA	MBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Torres Consulting	-	OBE
V&A Consulting Engineers, Inc.	F/C	WBE
Watearth, Inc.	F/C	WBE, SBE, EBE,

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Jacobs (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Scientific Laboratories, LLC	-	SBE, EBE
Armand Resource Group, Inc.	M / AA	MBE
Beyaz & Patel, Inc.	M/SAA	MBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
C Below, Inc.	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
Diaz Consultants, Inc. dba Diaz Yourman & Associates	M/HA	MBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E. Tseng & Associates	-	SBE, EBE
ETR Consultants	F/AA	MBE WBE
Go2Zero Strategies	F / C	SBE, EBE, DBE
Hazen and Sawyer	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
J.R. Miller & Associates [JRMA Architects & Engineers]	-	OBE
Katz and Associates	F/C	WBE, SBE
Kinnetic Environmental, Inc.	-	SBE
Larry Walker Associates, Inc.	F/C	WBE
Lee & Ro, Inc.	M/APA	MBE, SBE
Lynn Capouya, Inc.	F/C	WBE, SBE
MapVision Technologies, Inc.	M/APA	MBE, SBE, EBE
MARRS Services, Inc.	W/APA	MBE/WBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Paradigm Environmental	-	SBE, EBE
Paul Hansen Engineering, LLC	-	SBE, EBE
PMA Consultants, LLC	M / HA	MBE
Project Partners, Inc.	-	OBE
S Groner Associates	-	SBE, EBE
The Morcos Group, Inc.	-	OBE
WIH Resource Group, LLC	-	OBE

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Kleinfelder, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Advanced Technology Laboratories (ATL)	M/HA	MBE, SBE, EBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
American Integrated Services, Inc.	M / HA	MBE
American Scientific Laboratories, LLC	-	SBE, EBE
AP Engineering and Testing, Inc.	M / APA	MBE, SBE, EBE
Aptim Environmental and Infrastructure LLC	-	OBE
BC2 Environmental, LLC	-	OBE
Belshire Environmental Services, Inc.	F/C	WBE
Beyaz & Patel, Inc.	M/SAA	MBE
Black & Veatch Corporation	-	OBE
Blaine Tech Services	F/C	WBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE,
California Watershed Engineering	M / HA	MBE, SBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
Colbert Environmental Group	F / AA	MBE/WBE, SBE, EBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
D'Leon Consulting	-	OBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E. Tseng & Associates	-	SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
Flow Science Incorporated	-	OBE
Geo-Logic Associates	-	OBE
GEOVision Inc.	-	SBE, EBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
GlobalASR Consulting, Inc.	M / APA	MBE
Guida Surveying, Inc.	F / C	WBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
HF&H Consultants, LLC	-	OBE
Innovative Construction Solutions, Inc.	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katherine Padilla & Associates, Inc.	-	OBE
Lazar Translating & Interpreting	F / C	WBE, SBE, EBE
Leland Saylor & Associates, Inc.	-	DVBE
MARRS Services, Inc.	F/APA	MBE/WBE

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Kleinfelder, Inc. (OBE)		
Media Beef, Inc.	-	OBE
Michael Baker International, Inc.	-	OBE
Mundo Environmental, Inc.	M/HA	MBE
National Safety Services Inc.	-	OBE
NBA Engineering, Inc.	F / C	WBE, SBE, EBE
Northwest Hydraulic Consultants (NHC)	-	OBE
NRC Environmental Services, Inc., a US Ecology Company	-	OBE
Pacific Advanced Civil Engineering, Inc.	-	OBE
Placeworks, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Puzzullo Consulting	-	OBE
Redzone Robotics, Inc.	-	OBE
SCI Consulting Group	-	OBE
Synergy Traffic Control, Inc.	-	DVBE, SBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
The Walking Man, Inc.	-	OBE
ToxRisk Consulting, LLC	-	OBE
Trussell Technologies, Inc.	-	OBE
V&A Consulting Engineers, Inc.	F/C	WBE
Value Management Strategies, Inc.	-	OBE
Wagner Engineering & Survey, Inc.	F/C	SBE, EBE, WBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	M/HA	MBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Larry Walker Associates Inc. (WBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
ADvTech Environmental	M/APA	MBE, SBE, EBE
AESCO	-	OBE
Aquatic Bioassay and Consulting	-	OBE
Beyaz & Patel, Inc.	M/SAA	MBE
Blaine Tech Services	F/C	WBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
Carollo Engineers, Inc.	-	OBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
Catalyst Environmental Solutions Corporation	-	SBE, EBE
CDM Smith	-	OBE
Clean Lakes, Inc.	-	SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
David Keith Todd Consulting Engineers (Todd Groundwater)	F/C	WBE, SBE
Downey Brand	-	OBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
EMSL Analytical, Inc. (LA Testing)	-	OBE
Enthalpy Analytical	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Fusco Engineering	-	OBE
GeoSyntec Consultants, Inc.	-	OBE
Global Urban Strategies, Inc.	-	SBE, EBE, DVBE
Grades of Green	-	OBE
Great Lakes Environmental Center, Inc.	-	OBE
GSI Water Solutions	-	OBE
Hazen and Sawyer	-	OBE
Herrera Environmental Consultants, Inc.	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Jacobs Engineering Group, Inc.	-	OBE
John L Hunter & Associates	-	OBE
Kinnetic Environmental, Inc.	-	SBE
MapVision Technologies, Inc.	M/APA	MBE, SBE, EBE
MBC Aquatic Sciences	-	SBE, EBE
Mikhail Ogawa Engineering, Inc.	M/APA	MBE, SBE, EBE
The Morcos Group	F/C	WBE, SBE, EBE
Murakawa Communications, Inc.	F/APA	MBE, WBE, SBE, EBE

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Larry Walker Associates Inc. (WBE)		
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Nobel Environmental	-	OBE
NUVIS	M/HA	MBE
Pacific EcoRisk, Inc.	-	SBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Ramboll US Consulting, Inc.	-	OBE
Rincon Consultants	-	OBE
S Groner Associates	-	SBE, EBE
Soller Environmental, LLC	-	OBE
Southern California Coastal Water Research Project	-	OBE
Stantec Consulting Services, Inc.	-	OBE
The Pond Company, Inc.	-	SBE, EBE
Trussell Technologies, Inc.	-	OBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	M/HA	MBE
Weston Solutions, Inc.	-	OBE
Will Lewis Consulting, Inc.	-	OBE
Windward Environmental	-	OBE
WSP USA, Inc.	-	OBE
Yorke Engineering, LLC	F/C	WBE, SBE

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MARRS Services, Inc. (MBE/WBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Antonio Acoustics	M/HA	MBE, SBE
Applied Earthworks Inc.	-	SBE
Beyaz & Patel	M/SAA	MBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
Coast Surveying Inc.	M/HA	MBE, SBE, EBE
Cogstone Resource Management Inc.	F/C	MBE/WBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
CWE	M/HA	MBE, SBE
Diaz Yourman & Associates	M/HA	MBE, SBE, EBE
Elcon Associates Inc.	M/APA	MBE
Fracison Consulting Inc.	M/HA	MBE, SBE, EBE
Greeley and Hansen LLC	-	OBE
Gruen Associates	M/APA	MBE
Hazen & Sawyer	-	OBE
HF&H Consultants LLC	-	SBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Impact Sciences, Inc.	F/C	WBE, SBE, EBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
McMillen Jacobs Associates	-	OBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
Raftelis	-	OBE
SoCal Stormwater Runoff Solutions Services Inc.	-	SBE, EBE
UltraSystems Environmental Inc.	F/C	WBE, SBE, EBE
V&A Consulting Engineers, Inc.	F/C	WBE
VCA Engineering	M/APA	MBE, SBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

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Michael Baker International, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AESCO	-	OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Impact Sciences	F/C	WBE, SBE, EBE
Leland Saylor & Associates, Inc.	-	DVBE
MARRS Services, Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Physis Environmental Laboratories, Inc.	-	OBE
The Pond Company, Inc.	-	SBE, EBE
Trussell Technologies, Inc.	-	OBE
UltraSystems Environmental Incorporated	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Paradigm Environmental (SBE/EBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories LLC	-	SBE, SBE
Beyaz & Patel	M/SAA	MBE
Brenda A Palmer Consulting	F/C	WBE, SBE, EBE
Brown and Caldwell	-	OBE
Bubel Consulting	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
CDM Smith	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Cordoba Corporation	M/HA	MBE
Craftwater Engineering Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
DRP Engineering	M/APA	MBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Great Lake Environmental Center Inc.	-	OBE
Greenprint Partners	-	OBE
Hazen & Sawyer	-	OBE
Herrera Environmental Consultants, Inc.	-	OBE
Jacobs	-	OBE
John L. Hunter & Associates	-	OBE
Kinnetic Environmental	-	SBE
Kleinfelder, Inc.	-	OBE
Larry Walker Associates	F/C	WBE
Lotus Water Engineering (Sustainable Watershed Designs Inc.)	-	SBE, EBE
MBC Aquatic Sciences	-	SBE, EBE
Michael Baker International, Inc.	-	OBE
Mikhail Ogawa Engineering	M/APA	MBE, SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Physis Environmental	-	SBE, EBE
Project Partners, Inc.	-	OBE
Psomas	-	OBE
Southern California Coastal Water Research Project	-	OBE
S. Groner Associates, Inc.	-	SBE, EBE
Soller Environmental LLC	-	OBE
Stantec Consulting Services Inc.	-	OBE
TRC Solutions Inc.	-	OBE
UltraSystems	F/C	WBE, SBE, EBE
WSP USA Inc.	-	OBE
Yorke Engineering	F/C	WBE, SBE

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Parsons Transportation Group, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AE Tech LLC	-	SBE, EBE
American Environmental Testing Laboratory LLC	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
ARB Electrical, Inc.	F/C	WBE
Beyaz & Patel, Inc.	M/SAA	MBE
BLP Engineers, Inc.	-	SBE, EBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE, WBE, SBE, EBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
CPM Construction, Inc. (CPMC)	M/SAA	MBE, SBE, EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
Fusco Engineering	-	OBE
GEI Consultants, Inc.	-	OBE
Geo-Advantec	-	SBE, EBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
HF&H Consultants, LLC	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katz and Associates	F/C	WBE/SBE
Lee & Ro, Inc.	M/APA	MBE
MARRS Services, Inc.	F/APA	MBE/WBE
Miron Electric Construction Corp	-	SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Northwest Hydraulic Consultants (NHC)	-	OBE
OCMI, Inc.	-	DVBE
Pamela Burton & Company	-	SBE, EBE
Paul Hansen Engineering, LLC	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Finance Advisory Limited	F/C	WBE, SBE, EBE

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Parsons Transportation Group, Inc. (OBE)		
Project Partners, Inc.	-	OBE
Reliable Monitoring Services	M/HA	MBE, SBE, DVBE
SHA Analytics, LLC	F/C	WBE, SBE, EBE
SoCal Stormwater Runoff Solutions Services, Inc.	-	SBE, EBE
Sustainable Watershed Designs, Inc.	-	SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
The Morcos Group	F/C	WBE, SBE, EBE
The Pond Company, Inc.	-	SBE, EBE
Vanir Construction Management, Inc.	F/HA	MBE, WBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Psomas (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Beyaz & Patel, Inc.	M/SAA	MBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
Casamar Group, LLC	M/HA	MBE, SBE, EBE, DVBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Craftwater Engineering, Inc.		SBE, EBE, DVBE
CWE	M/HA	SBE, MBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
HF&H Consultants, LLC	-	OBE
Lee & Ro, Inc.	M/APA	MBE, SBE
MBC Aquatic Sciences	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Partners, Inc.	-	OBE
ReCREATE Waste Collaborative, LLC	-	SBE, EBE
True Synergy, Inc.	F / AA	MBE/WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

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Stantec Consulting Services, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
9D Analytics, LLC	-	SBE, EBE
Advanced Technology Laboratories (ATL)	M/HA	MBE, SBE, EBE
AET Lab (American Environmental Testing Laboratory, LLC)	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Belshire Environmental Services, Inc.	F/C	WBE
Beyaz & Patel, Inc.	M/SAA	MBE
Blaine Tech Services	F/C	WBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
Carollo Engineers, Inc.	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Cordoba Corporation	M/HA	MBE
Council for Watershed Health	-	OBE
CPM Construction, Inc. (CPMC)	M/SAA	MBE, SBE, EBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Cyrous Gilani, Cyrous and Associates	-	OBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DDB Engineering, Inc.	F/C	WBE, SBE, EBE
DHI Water and Environment, Inc.	-	OBE
Diaz Consultants, Inc. (Diaz Yourman & Associates)	M/HA	MBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
EMSL Analytical, Inc. (LA Testing)	-	OBE
Engineering & Environmental Construction, Inc.	-	SBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
GeoSyntec Consultants, Inc.	-	OBE
GHD Inc.	-	OBE
H & P Mobile Geochemistry, Inc.	F/C	WBE
Impact Infrastructure, Inc. (Autocase Economic Advisory)	-	OBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Katz and Associates	F/C	WBE, SBE
Larry Walker Associates, Inc.	F/C	WBE
Lee & Ro, Inc.	M/APA	MBE
M2 Resource Consulting, Inc.	F/C	WBE
MapVision Technologies, Inc.	M/APA	MBE, SBE, EBE

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Stantec Consulting Services, Inc. (OBE)		
MARRS Services, Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
MLA Green, Inc. (Studio MLA)	F/HA	WBE, SBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
Mundo Environmental, Inc.	M/HA	MBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Northwest Hydraulic Consultants (NHC)	-	OBE
Paradigm Environmental	-	SBE, EBE
Paul Hansen Engineering, LLC	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
PMCS Group, Inc.	-	OBE
Project Partners, Inc.	-	OBE
SGA Marketing	-	OBE
Surveying & Drafting Services, Inc.	-	OBE
Trussell Technologies, Inc.	-	OBE
V&A Consulting Engineers, Inc.	F/C	WBE

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Tetra Tech, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AccuLabs Environmental LLC	-	SBE, EBE
Alta Planning and Design	-	OBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories LLC	-	SBE, EBE
Aptim Environmental & Infrastructure LLC	-	OBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting LLC	F/C	WBE, SBE, EBE, DVBE
C Below	-	OBE
C2PM	F/APA	MBE/WBE, SBE, EBE
California Product Stewardship Council (CPSC)	-	OBE
Calvada Surveying Inc.	M/HA	MBE/SBE, EBE, DVBE
Cascadia Consulting Group Inc.	F/C	WBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Council for Watershed Health	-	OBE
Craftwater Engineering Inc. (CEI)	-	SBE, EBE, DVBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
Diaz Consultants Inc. (dba Diaz Yourman & Associates)	M/HA	MBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
E. Tseng and Associates	M/APA	MBE, SBE, EBE
E.W. Moon, Inc.	M/AA	MBE, SBE, EBE
E2 Consulting Engineers Inc.	M/APA	MBE
ETR Consultants LLC	F/AA	MBE/WBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
HF&H Consultants LLC	-	SBE
Integrated Engineering Management dba IEM	F/C	WBE, SBE, EBE
Integrated Waste Management Consulting LLC	-	OBE
J.R. Miller & Associates	-	OBE
Leland Saylor & Associates, Inc.	-	DVBE
Mariposa Eco Consulting Inc.	F/HA	MBE, WBE, SBE
MARRS Services Inc.	F/APA	MBE/WBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
Montrose Environmental Group Inc.	-	OBE
Murakawa Communications	F/APA	MBE/WBE, SBE, EBE
National Stewardship Action Council (CSAC)	-	OBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
Not So Square Design LLC	F/C	WBE
Physis Environmental Laboratories, Inc.	-	OBE

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Tetra Tech, Inc. (OBE)		
Project Partners, Inc.	-	OBE
Getter Engineering, Inc. dba ProjectLine Technical Services	F/APA	MBE/WBE, SBE, EBE
Rattfelis	-	OBE
ReCREATE Waste Collaborative, LLC	-	SBE, EBE
Ross Infrastructure Development LLC	-	SBE, EBE, DVBE
Stillwater Ecosystem, Watershed, and Riverine Sciences dba Stillwater Sciences	F/C	WBE, SBE
Sustainable Generation	-	OBE
Sustainable Landesign	M/HA	MBE, SBE, EBE
The Morcos Group	F/C	WBE, SBE, EBE
UltraSystems Environmental Inc.	F/C	WBE, SBE, EBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

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TRC Solutions, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
ADS Environmental Services	-	OBE
Advanced Technology Laboratories (ATL)	M/HA	MBE, SBE, EBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Integrated Services, Inc.	M/HA	MBE
American Scientific Laboratories, LLC	-	SBE, EBE
Analytical Services, Inc.	-	OBE
Aptim Environmental and Infrastructure LLC	-	OBE
Aquatic Bioassay and Consulting	-	OBE
American Traffic Barricade & Safety	-	DVBE
B & D Construction	-	OBE
BCS of North Florida, Inc.	-	OBE
Bowman	-	OBE
Brenda A. Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
C2PM	F/APA	MBE/WBE, SBE, EBE
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE
Communications Lab	F/HA	MBE, WBE, SBE, EBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
Dancing Coyote Environmental, Inc.	F/C	WBE
Diaz Consultants, Inc. dba Diaz Yourman & Associates	M/HA	MBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
Duke Cultural Resources Management	M/HA	MBE, SBE, EBE
Eberline Analytical/Oakridge Lab	-	OBE
Emax	-	OBE
EMSL Analytical, Inc. dba LA Testing	-	OBE
Engineering & Environmental Construction, Inc.	-	SBE
Enthalpy Analytical	-	OBE
Eurofins	-	OBE
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE
G2 Construction	M/HA	MBE, SBE, EBE
GCAP Services, Inc.	M H/A	MBE, SBE, EBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Haley and Aldrich	-	OBE
HF&H Consultants, LLC	-	OBE
ICI Engineers, Inc.	M/APA	MBE
Innovative Construction Solutions, Inc.	-	OBE

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TRC Solutions, Inc. (OBE)		
Integrated Demolition and Remediation	M/APA	MBE
Lee Andrews Group, Inc.	F/HA	MBE/WBE, SBE, EBE
MARRS Services, Inc.	W/APA	MBE/WBE
MBC Aquatic Sciences	-	SBE, EBE
McCormick-Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE
MS Hatch	F/W	WBE
Mundo Environmental, Inc.	M/HA	MBE
N2W Engineering, Inc.	-	SBE, EBE
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	M/HA	MBE
NRC Environmental Services, Inc., a US Ecology Company	-	OBE
OFRS, Inc.	-	SBE
P2S	-	OBE
Pace Analytical Services, LLC	-	OBE
Pacific Advanced Civil Engineering, Inc.	-	OBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Spectrum Environmental Services, Inc. dba Spectrum Geophysics	-	SBE, EBE
Stillwater Ecosystem, Watershed, and Riverine Sciences dba Stillwater Sciences	F/C	WBE, SBE
Stone Bear Environmental	-	OBE
Surf 2 Snow	-	OBE
Tait Environmental	-	OBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
The Morcos Group, Inc.	F/C	WBE, SBE, EBE
The Sierra Group	-	OBE
Viergever & Associates	-	OBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE
Weck Analytical Environmental Services, Inc. dba Weck Laboratories, Inc.	M/HA	MBE
World Language Communication, Inc.	-	SBE, EBE
Yorke Engineering, LLC	F/C	WBE, SBE

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Woodard & Curran, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
AESCO, Inc.	-	OBE
Alliance Outreach, LLC	F/C	WBE, SBE, EBE
American Environmental Testing Laboratory, LLC	-	SBE, EBE
American Scientific Laboratories, LLC	-	SBE, EBE
Brenda A. Palmer Consulting (BAP Consulting)	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE,
C2PM	W/APA	MBE/WBE, SBE, EBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
Craftwater Engineering, Inc.	-	SBE, EBE, DVBE
CWE	M/HA	MBE, SBE
Dabri, Inc.	F/SAA	MBE/WBE, SBE, EBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
Greeley and Hansen, LLC	-	OBE
Hazen & Sawyer	-	OBE
Hernandez, Kroone & Associates (HKA)	F/C	WBE, SBE, EBE
Lee + Ro, Inc.	M/APA	MBE, SBE
Leland Saylor & Associates, Inc.	-	DVBE
MARRS Services, Inc.	F/APA	MBE /WBE
Pamela Burton & Company	F/C	WBE, SBE, EBE
Raftelis Financial Consultants, Inc.	-	OBE
Richard Slade and Associates	-	OBE
S. Groner Associates, Inc.	-	SBE, EBE
Sapphos Environmental, Inc.	F/HA	MBE, WBE, SBE
Trussell Technologies, Inc.	-	OBE
Veritas Language Services, LLC	-	OBE
Watearth, Inc.	F/C	WBE, SBE, EBE, LGBTBE

(Continued on next page)

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WSP USA, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Alta Environmental, LP dba NV5, Inc.	-	OBE
Aptim Environmental and Infrastructure LLC	-	OBE
Barrantes Enterprises, Inc. (The Sierra Group Public Relations)	F/HA	MBE, WBE
Brenda A Palmer Consulting	F/C	WBE
Bubel Consulting, LLC	F/C	WBE, SBE, EBE, DVBE
The Converse Professional Group (dba Converse Consultants)	M/APA	MBE, SBE
CWE	M/HA	MBE, SBE
DRP Engineering, Inc.	M/APA	MBE, SBE, EBE
Pacific Advanced Civil Engineering, Inc.	-	OBE
Paradigm Environmental	-	SBE, EBE
Physis Environmental Laboratories, Inc.	-	OBE
Project Finance Advisory Limited	F/C	WBE, SBE, EBE
Sapphos Environmental, Inc.	F/HA	MBE, WBE, SBE
Trussell Technologies, Inc.	-	OBE

The certifications listed in the above tables were verified by LASAN on February 1, 2024.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on January 29, 2020.

Charter Section 1022

The CAO issued the 1022 determination report on April 7, 2020, and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

Approved as to Form

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

(Continued on next page)

Other City Policies and Requirements

AECOM Technical Services, Inc., ALISTO Engineering Group Inc., APTIM Environmental & Infrastructure, LLC, ARCADIS U.S., Inc., Atkins North America, Inc., Brown and Caldwell, Inc., Burns & McDonnell, Carollo Engineers, Inc., CDM Smith, Inc., Cordoba Corporation, CWE, D R Consultants and Designers, Inc., enfoTech & Consulting Inc., FMF Pandion, Geosyntec Consultants Inc., GHD Inc., Hazen and Sawyer, HDR Engineering, Inc., Jacobs, Kleinfelder, Inc., Larry Walker Associates Inc., MARRS Services, Inc., Michael Baker International, Inc., Paradigm Environmental, Parsons Transportation Group, Inc., Psomas, Stantec Consulting Services, Inc., Tetra Tech, Inc., TRC Solutions, Inc., Woodard & Curran, Inc., and WSP USA, Inc. shall comply with all City requirements, including:

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

Contractor Responsibility Ordinance

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

Contractor Performance Evaluation

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

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Headquarters Address and Workforce Information

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

	Consultant Firm and Headquarters Address	Total No. of Employees in Firm	No. of Employees who are LA Residents	% of Employees who are LA Residents
1	AECOM Technical Services, Inc. 300 South Grand Ave. Los Angeles, CA 90071	15,224	59	0.3
2	ALISTO Engineering Group Inc. 2737 North Main Street, Suite 200 Walnut Creek, CA 94597	100	2	2.0
3	APTIM Environmental & Infrastructure, LLC 1200 Brickyard Lane, Suite 202 Baton Rouge , LA 70802	4,400	4	0.09
4	ARCADIS U.S., Inc. 630 Plaza Drive, Suite 200 Highlands Ranch, CO 80129	5,477	17	0.3
5	Atkins North America, Inc. 4030 West Boy Scout Boulevard, Suite 700 Tampa, Florida 33607	3,300	36	1.09
6	Brown and Caldwell, Inc. 201 North Civic Drive, Suite 300 Walnut Creek, CA 94596	1,994	6	0.30
7	Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway Kansas City, MO 64114	9,743	10	0.10
8	Carollo Engineers, Inc. 2795 Mitchell Drive Walnut Creek, CA 94598	1,357	7	0.5
9	CDM Smith, Inc. 75 State Street, Suite 701 Boston, MA 02109	5,423	45	0.8
10	Cordoba Corporation 1401 North Broadway Los Angeles, CA 90012	550	57	10.36
11	CWE 1561 E. Orangethorpe Avenue, Suite 240 Fullerton, California 92831	51	0	0
12	D R Consultants and Designers, Inc. 915 Wilshire Boulevard, 7th Floor Los Angeles, CA 90017	51	10	19.6

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	Consultant Firm and Headquarters Address	Total No. of Employees in Firm	No. of Employees who are LA Residents	% of Employees who are LA Residents
13	enfoTech & Consulting Inc. 1368 How Lane North Brunswick, NJ 08902	42	0	0
14	FMF Pandion 2235 Encinitas Blvd, Suite 107 Encinitas, CA 92024	9	0	0
15	Geosyntec Consultants, Inc. 900 Broken Sound Pkwy, NW, Suite 200 Boca Raton, FL 33487	1928	13	0.67
16	GHD, Inc. 601 S. Figueroa, Suite 3575 Los Angeles, CA 90017	11,000	25	0.2
17	Hazen and Sawyer 498 Seventh Avenue, 11th Floor New York, NY 10018	1,476	6	0.4
18	HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	11,873	47	0.40
19	Jacobs 1999 Bryan Street, Suite 1200 Dallas, TX 75201	60,000	51	0.85
20	Kleinfelder, Inc. 770 First Avenue, Suite 400 San Diego, CA 92101	2892	2	1.35
21	Larry Walker Associates Inc. 1480 Drew Avenue, Suite 100 Davis, CA 95618	55	2	3.6
22	MARRS Services, Inc. 328 E Commonwealth Ave Fullerton, CA 92832	51	9	0.2
23	Michael Baker International, Inc. 801 South Grand Avenue, Suite 250 Los Angeles, CA 90017	3,659	9	0.2
24	Paradigm Environmental 9320 Chesapeake Drive, Suite 100 San Diego, CA 92123	2	0	0
25	Parsons Transportation Group, Inc. 100 West Walnut Street Pasadena, California 91124	2649	21	0.79

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	Consultant Firm and Headquarters Address	Total No. of Employees in Firm	No. of Employees who are LA Residents	% of Employees who are LA Residents
26	Psomas 555 South Flower Street, Suite 4300 Los Angeles, CA 90071	745	52	0.1
27	Stantec Consulting Services, Inc. 300 N Lake Avenue, Suite 400 Pasadena, CA 91101	26,000	88	0.4
28	Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107	21,490	88	0.4
29	TRC Solutions, Inc. 707 Wilshire Boulevard, Suite 3250 Los Angeles, CA 90017	6,654	26	0.39
30	Woodard & Curran, Inc. 41 Hutchins Drive Portland, ME 04102	1,257	8	.64
31	WSP USA, Inc. One Penn Plaza, 4th Floor New York, New York 10119	12,626	45	0.4

Contract Administration

Responsibility for the administration of this contract will be with the Administration Division (ADMN) of LASAN.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The approval to proceed with this RFQ was granted by PRD on September 24, 2020.

STATUS OF FINANCING

No funding is required at this time. Specific funding information will be provided at the time of approval of the Task Order Solicitations. The City's General Fund may be impacted when and if a Task Order Solicitation is issued for the Environmental Quality Program.

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

The contracts to be entered into with the selected consultants will not have a single, specific source of funds attached to it. Instead, funds will be identified by the Director of LASAN on a project-by-project basis from various sources at the time specific Task Order Solicitations are issued to the consultants.

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FUTURE ACTIONS

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

	Proposer
1	AECOM Technical Services, Inc.
2	ALISTO Engineering Group Inc.
3	APTIM Environmental & Infrastructure, LLC
4	ARCADIS U.S., Inc.
5	Atkins North America, Inc.
6	Brown and Caldwell, Inc.
7	Burns & McDonnell
8	Carollo Engineers, Inc.
9	CDM Smith, Inc.
10	Cordoba Corporation
11	CWE
12	D R Consultants and Designers, Inc.
13	enfoTech & Consulting, Inc.
14	FMF Pandion
15	Geosyntec Consultants, Inc.
16	GHD, Inc.
17	Hazen and Sawyer
18	HDR Engineering, Inc.
19	Jacobs
20	Kleinfelder, Inc.
21	Larry Walker Associates, Inc.
22	MARRS Services, Inc.
23	Michael Baker International, Inc.
24	Paradigm Environmental, Inc.
25	Parsons Transportation Group, Inc.
26	PSOMAS
27	Stantec Consulting Services, Inc.
28	Tetra Tech, Inc.
29	TRC Solutions, Inc.
30	Woodard & Curran, Inc.
31	WSP USA, Inc.

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



[Lynda McGlinchey \(Mar 1, 2024 12:44 PST\)](#)

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



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

REVIEWED AND APPROVED BY:



[Sarai Bhaga \(Feb 28, 2024 12:57 PST\)](#)

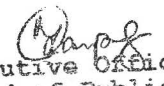
SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____

Prepared by:
Nancy Lantin, ADMN
John Pattison, ADMN

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

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
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OCT 07 2022


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS, NEGOTIATE AND ESTABLISH AN ON-CALL LIST OF CONSULTANT SERVICES FOR PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE BUREAU OF SANITATION'S CLEAN WATER, ENVIRONMENTAL QUALITY, SOLID RESOURCES AND WATERSHED PROTECTION PROGRAMS. (W.O. #SWPQCCMT)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) or his/her designee to:

1. Distribute and advertise the transmitted Request for Qualifications (RFQ) for On-Call Consultant Services List to provide planning and technical support services for the **LASAN's clean water, environmental quality, solid resources and watershed protection** programs.
2. **Evaluate the proposer's Statement of Qualifications (SOQ) and select and interview the proposer(s) who submit the most qualified SOQ for the needed services based upon the requirements set forth in the RFQ.**
3. Negotiate contract(s) with the most qualified responsive proposer(s) after the evaluation process.
4. Return to the Board of Public Works (Board) for authority to award and execute the negotiated contract(s), subject to Mayor and City Council approval.

TRANSMITTALS

1. Copy of the Board Report adopted on July 15, 2019.
2. Copy of the RFQ for on-call consultant services to provide environmental site **assessment support and technical support services for LASAN's Wastewater, Stormwater, and Solid Resources Programs.**

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DISCUSSION

Request for Qualifications (RFQ)

This RFQ is a solicitation for qualifications from experienced consultants to establish a list of approximately **10 to 15 to provide highly specialized technical services to support LASAN's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs** related services on an emergency or as-needed basis.

Background

On January 13, 2012, the Board of Public Works (Board) authorized LASAN to advertise and issue a Request for Qualifications to provide engineering consulting services on an as-needed basis and negotiate a personal services contract with each of the selected firms. On July 23, 2014, the Board executed a five (5)-year contract with 25 consulting engineering firms, with an optional 5-year renewal option. On July 15, 2019, the Board authorized (Transmittal 1) LASAN to exercise a five-year renewal option contained in the contract with 24 consulting engineering firms. The contract is extended to July 22, 2024.

To meet the City's specialized needs, where long-term staffing is not feasible and existing staffing is not available or unable to perform the required tasks, LASAN seeks to establish a new on-call list of consulting firms to continue providing services on an emergency or as-needed basis.

Scope of On-Call Consultant Services

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

Clean Water Program

- Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, Odor Control Implementation and Testing, and Pilot/Special Studies.

Recycled Water Program

- Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization and Water Recycling, Engineering Services, Research and Development of New Technologies, Regulatory Compliance Requirements, Pilot/Special Studies.

Biosolids Program

- Planning, Scientific and Technical Issues, Maintenance and Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements.

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Watershed Protection Program

- Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements.

Solid Resources Program

- Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Waste Diversion Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements.

Landfill Post Closure Maintenance

- Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Site Studies, Site Design, Construction Management Support, and Technology Implementation.

Compost Operations

- Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Regulatory Compliance and Permit Support, Facility Studies, and Technology Implementation.

Solid Waste Transfer Station

- Facility and Operation Studies, Engineering Designs, Construction Management Support, Unit Process Evaluation, Automation, and Technology Implementation.

Environmental Quality Program

- Operational and Community-level Greenhouse Gas (GHG) Inventory Preparation, GHG Emissions Projections and Analysis, GHG Inventory Verification, Climate Action Planning, Climate Risk Assessment and Evaluation, GHG Estimation and Inventory Protocol/Methodology Development, Biodiversity, Clean Up Green Up, Comprehensive Cleaning and Rapid Engagement (CARE) support, and Brownfield projects including, but not limited to, EPA grant-funded area wide inventories, Phase I and Phase II environmental site Assessments, cleanup plans, and clean ups.

Financial Planning and Debt Financing Program

- Financial Analysis, Financial Modeling, Bond Issuance Support, and Rate Studies.

Strategic Planning/Safety and Training Program

- Specialized Training and Human Resources Development, support LASAN's ongoing labor-management strategic planning effort.

Quality Assurance/Value Assessment

- Review feasibility, constructability and cost-effectiveness of recommended projects and programs.

Support Services

- Provide support services to critically and urgently needed system enhancements, programs, and service upgrades, or certain pilot projects/programs.

Public Outreach/Education Program

- Including, but not limited to, communicating, and coordinating with community groups, arranging community meetings and public hearings, public engagement including strategic crisis communication, media outreach, developing and/or using social media, and preparing printed, digital, or electronic literature for public dissemination, including translation services. Procurement of services to support community events including but not limited to Earth Day LA. Procurement of transportation services for specifically identified schools and agencies to participate in on-site tours.

Pretreatment Program

- Engineering Services Local Limit Program Development, Chemicals of Emerging Concern Research, Pollution Prevention, Environmental Management, Education, and Outreach of LA Industry Fats, Oil, and Grease (Circular Economy Development, Green Chemistry, Biomimicry and Process Improvements), Billing, Permitting and Enforcement regulatory standards and compliance, Local and Federal regulatory training, Environmental Justice, and Monitoring, Sampling and Reporting.

Water Quality Projects (WQPs) Development and Evaluation

- Develop and prepare concept reports, project design reports, feasibility reports, specifications, cost estimates, design plans, and bid packages.

Evaluate and Enhance Best Management Practices (BMPs) regarding Water Quality (WQ) Technology Development

- Develop and enhance BMPs for WQ design, Operations and Maintenance (O&M), and watershed applications and modeling including new BMPs technologies.

Develop Stormwater Technology Projects

- Construct physical structures, design programs, install, and test using BMPs.

WQPs Optimization

- Optimize completed WQ projects to ensure they operate as designed and to improve upon O&M functionality.

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WQPs Monitoring

- Provide specialized laboratory analytical services, support various water quality monitoring programs, collect water samples.

WQPs O&M

- Provide specialized and supportive services, asset management, standard operating procedure (SOP) development, database and modelling, life cycle analysis, replacement cycles determination, and project observation reports.

WQPs Training

- Train LASAN personnel on BMPs for O&M, and other specialized BMPs technologies.

Actual Task Orders may include some or all the activities listed above.

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

Proposed Term of Contract

The contract(s) terms will be limited to five (5) years with one (1) five (5)-year renewal option.

Rationale for using an RFQ

The RFQ process is being used to solicit the best available consultants to provide services at the most competitive price. A proposal review committee of LASAN staff will evaluate all proposals in order to determine which proposal(s) will provide the greatest benefits to the City. The selected on-call consultants will be used on an as-needed or emergency basis and will be awarded projects utilizing a Task Order Solicitation (TOS) based on the best proposal submitted.

Selection Process and Evaluation Criteria

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

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

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

Consultant's Qualifications, Experience, and Expertise

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

Personnel Qualifications, Experience, and Expertise

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

Technical Approach

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

Project Management Approach

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

Compensation

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

Assignment of Work

Task Order Solicitations (TOSs) will be issued to all firms on the on-call list and will be distributed through the Regional Alliance Marketplace for Procurement (RAMP) website.

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A TOS will be prepared by LASAN staff and all consultants on the list will be asked to submit proposals on an upcoming project. The size of the project will range from \$50,000 to \$6,000,000. For each desired Task Order, the project will be awarded to the on-call consultant whose proposal represents the best overall value to the City for the requested work.

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

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

Other City Policies and Requirements

The proposers shall be required to comply with the City's policies and requirements including the following:

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

Attachments and forms pertaining to these requirements are included in the RFQ and on the RAMP.

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Business Inclusion Program (BIP)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE) and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, LGBTBEs and OBEs, have an equal opportunity to compete for, and participate in, City contracts.

For this RFQ, the City has set the anticipated participation levels of 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE. Currently, the LGBTBE certification is not required as part of the BIP Outreach but is tracked for statistical purposes. Proposers must perform Business Inclusion Program (BIP) outreach using the RAMP. A proposer's failure to complete the BIP Outreach may result in their proposal being deemed non responsive.

Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional **eight (8) percent of the total possible evaluation points to a proposer's evaluation score who are** certified as a LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they shall be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent. The preference allowed by the Program for the utilization of certified LBE, LSB, and/or LTE subconsultants will not be applied to the evaluation process because specific subconsultant utilization cannot be pledged at the time of the RFQ submission.

World Wide Web

The RFP will be posted on the City's World Wide Web site in compliance with City Council motion 95-1060S2. It will be available for download on the RAMP at <https://www.rampla.org/s/>.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on January 29, 2020.

Charter Section 1022

The Personnel Department, on April 7, 2020, determined that there was an insufficient number of City employees able to perform the work proposed to be contracted and additional staff cannot

be employed and trained to meet LASAN's need in a timely manner.

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Contractor Responsibility Ordinance

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

Contractor Performance Evaluation

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

Compliance with Board RFQ Policy

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

Contract Administration

Responsibility for the administration and management of this contract will rest with the Administration Division (ADMIN) of LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The approval to proceed with this RFQ was granted by PRD on September 24, 2020.

STATUS OF FINANCING

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

There is little to no **fiscal impact to the City's General Fund because of this action.** The City's General Fund may be impacted when and if a Task Order Solicitation is issued for the Environmental Quality Program (EQP). In the past, Safe Clean Water Projects have been funded via special funds such as Fund 60W - LA County Safe Clean Water Municipal Fund and Fund 63F - Measure W Regional Funds. The contracts to be entered into with the selected consultants will not have a single, specific source of funds attached to it. Instead, funds will be identified by the Director of LA Sanitation and Environment or Designee on a project-by-project basis from various sources at the time specific Task Order Solicitations are issued to the consultants.

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FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on the RAMP at <https://www.rampla.org/s/>.

A review committee will evaluate the proposals. The most qualified proposer(s) who submitted the best SOQs in response to the RFQ will be selected to establish a list of approximately ten (10) to fifteen (15) consultants. LASAN will then negotiate personal services contracts with the firms to provide the required services. Subsequent to the negotiation of the contracts, LASAN will request Board authority to award and execute contracts with the selected proposers.

Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



[Lynda McGlinchey \(Sep 28, 2022 15:19 PDT\)](#)

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



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

REVIEWED AND APPROVED BY:



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Date: 9/22/22

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DEPARTMENT OF PUBLIC WORKS

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


BUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT No. 1

JULY 15, 2019

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 Executive Officer
 Board of Public Works

CD: ALL

REQUEST FOR AUTHORITY TO EXERCISE THE FIVE-YEAR RENEWAL OPTION CONTAINED IN THE 24 ON-CALL PERSONAL SERVICES CONTRACTS FOR PLANNING AND TECHNICAL SERVICES FOR THE CLEAN WATER (WASTEWATER), STORMWATER, AND SOLID RESOURCES PROGRAMS (W.O. SWPQCCMT)

RECOMMENDATIONS

1. Request authority from the Board of Public Works (Board) to exercise the five-year renewal option contained in the on-call contracts noted in Table 1 below, with the exception of the contract with URS Corporation (Contract C-124329), for Planning and Technical Services for the Clean Water (Wastewater), Stormwater, and Solid Resources Programs and other related environmental work. The term of all contracts shall be extended to July 23, 2024. All terms and conditions in the contracts remain in effect. The contract cost ceiling is determined on a project-by-project basis.
2. Request the Board adopt this report with the understanding that LA Sanitation and Environment (LASAN) will return to the Board at a later date with a follow-up report containing complete subconsultant utilization and pledged participation information for the 24 on-call contracts and verified by the Bureau of Contract Administration.

Table 1: Twenty-five On-Call Consultant Services Contracts

No.	Contract No.	Consultants
1	C-124322	Hazen and Sawyer, P.C.
2	C-124323	Black & Veatch Corporation
3	C-124324	Carollo Engineers, Inc. (Carollo)
4	C-124325	Atkins North America, Inc. (Atkins)
5	C-124326	Brown and Caldwell, Inc.
6	C-124327	AECOM Technical Services, Inc. (AECOM)
7	C-124328	AKM Consulting Engineers, Inc. (AKM)
8	C-124329	URS Corporation (URS)¥
9	C-124330	TRC Solutions, Inc. (TRC)
10	C-124331	Tetra Tech, Inc. (Tetra Tech)
11	C-124332	MARRS Services, Inc. (MARRS)
12	C-124333	ARCADIS U.S., Inc. (formerly Malcolm Pirnie, the Water Division of ARCADIS U.S., Inc.)†

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No.	Contract No.	Consultants
13	C-124334	Larry Walker Associates, Inc. (LWA)
14	C-124335	Woodard & Curran (Formerly Raines Melton & Carella, Inc., dba RMC Water and Environment)
15	C-124336	WSP USA, Inc. (Formerly Parsons Brinckerhoff, Inc.)
16	C-124337	APTIM Environmental & Infrastructure, Inc. (Formerly CB&I Environmental & Infrastructure, Inc., Shaw Environmental, Inc.)†
17	C-124338	Psomas
18	C-124339	Kennedy/Jenks Consultants, Inc.
19	C-124340	HDR Engineering, Inc. (HDR)
21	C-124341	D R Consultants and Designers, Inc. (DRCD)
21	C-124342	CDM Smith, Inc.
22	C-124343	CH2M Hill Engineers, Inc. (CH2M)
23	C-124344	Parsons Water & Infrastructure, Inc. (Parsons W&I)
24	C-124345	GeoSyntec Consultants (Geosyntec)
25	C-124346	Stantec Consulting Services Inc. (Formerly MWH Americas, Inc.)†

¥ URS is a wholly-owned subsidiary of AECOM.

† Company name change after contract execution

FISCAL IMPACT STATEMENT

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

TRANSMITTALS

1. Copy of the Board report, adopted January 13, 2012, authorizing the Bureau of Sanitation (LASAN) to distribute a Request for Qualifications (RFQ), negotiate and establish an on-call consultant list for planning and technical support services for LASAN's Wastewater, Stormwater, and Solid Resources programs.
2. Copy of the Joint Board Report No. 1, adopted February 28, 2014, authorizing the execution of the 25 contracts listed in Table 1.
3. Copy of the Office of the City Administrative Officer (CAO) Analysis Report, adopted May 5, 2014, which analyzed the requirements of the contract for the City Council's approval.
4. Copy of the Council Action, Council File No. 13-0949-S1, adopted June 27, 2014, which authorized the Board to execute all 25 contracts listed in Table 1.
5. Copy of the letter from CB&I, Inc., dated February 11, 2014, requesting a legal entity name change of Shaw Environmental Inc. (Shaw) to CB&I Environmental & Infrastructure, Inc. (CB&I).

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6. Copy of letter (including Form W-9 of Shaw and CB&I) from CB&I, dated June 4, 2014, confirming that the federal tax payer identification number remained the same.
7. Copy of the letter from LASAN, dated August 18, 2014, acknowledging the name change of Shaw to CB&I.
8. Copy of the letter from APTIM Environmental & Infrastructure, Inc. (APTIM) dated July 11, 2017, informing LASAN of the name change of CB&I to APTIM and requesting to change the name on the contract.
9. Copy of the letter from LASAN, dated August 14, 2017, acknowledging the name change of CB&I to APTIM and all legal and compliance documents associated with the name change.
10. Copy of the letter from ARCADIS U.S., Inc., dated September 11, 2015, requesting to change the name, Malcolm Pirnie, the Water Division of ARCADIS U.S., Inc. to simply ARCADIS U.S., Inc.
11. Copy of an e-mail from Eurofins Eaton Analytical, Inc., dated December 27, 2015, notifying LASAN of the merger of Calscience Environmental Laboratories (Calscience) with Eurofins U.S. Environmental in 2014 and confirming the legal name change to Eurofins Calscience.
12. Copy of the letter from RMC Water and Environment (RMC), dated December 20, 2016, informing LASAN of the merger of RMC with Woodard & Curran and RMC becoming a wholly-owned subsidiary of Woodard & Curran with no change in company name, Federal Tax ID number, or assignment.
13. Copy of the letter from Woodard & Curran, Inc., dated April 21, 2017, requesting that the City update contractual records to reflect their name change from RMC to Woodard & Curran and providing all legal and compliance documents associated with the contract including the signature pages of their Stock Sale Purchase Agreement.
14. Copy of the letter from Stantec Consulting Services Inc., dated February 16, 2017, announcing the acquisition of MWH Americas Inc. (MWH) by Stantec Consulting Services Inc. (Stantec) and requesting the name change of MWH to Stantec.
15. Copy of the letter from LASAN, dated March 21, 2017, acknowledging the name change of MWH to Stantec and providing all legal and compliance documents associated with the contract as well as a legal Certificate of Merger.

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16. Copy of the letter from Carollo, dated March 2, 2017, notifying LASAN of the acquisition of E2 ManageTech by Ensafe and including the legal documents regarding the acquisition.
17. Copy of the letter from WSP, dated July 17, 2017, informing LASAN of the name change of Parsons Brinckerhoff, Inc. (PB) to WSP USA, Inc. (WSP) and requesting the City update its records to reflect this change.
18. Copy of the Assistant Secretary of the State of Delaware's Certificate confirming that URS Corporation (URS) is a wholly-owned subsidiary of AECOM.
19. Copy of letter from Geosyntec Consultants, dated March 21, 2019, information LASAN of the acquisition of AHBE Landscape Architects by Moore Iacofano Goltsman, Inc. (MIG), effective February 1, 2019.

DISCUSSION

Background

LASAN is facing a number of regulatory challenges and new mandates that require quick responses and specialized analysis. These demands directly impact LASAN's day-to-day operations and create temporary increases/peaks in workload that cannot be fully absorbed by the existing staff. To be responsive to these requirements and mandates, LASAN must utilize all available resources. LASAN will utilize in-house staff when the workload can be accommodated without negatively impacting customer service. However, in some instances, the work needed is very limited in duration, requires quick turn-around time and specialized expertise that goes beyond the abilities of in-house staff, or requires input from industry experts who have experience with similar regulatory and program challenges. In these instances, LASAN needs the ability to quickly hire consultant help.

On January 13, 2012, the Board authorized LASAN to distribute a Request for Qualifications (RFQ) to provide engineering consulting services on an as-needed basis and negotiate a personal services contract with each of the selected firms (Transmittal 1). On February 28, 2014, the Board approved LASAN's request to pre-qualify 25 consulting firms and forwarded this request to the Mayor's Office and the City Council for approval (Transmittal 2). On May 5, 2014, the CAO analyzed the requirements of contract as well as the fiscal impact on behalf of the Mayor's Office (Transmittal 3). On June 27, 2014, the City Council authorized the BPW to execute on-call consultant services contracts, between the City and 25 Consultants (Transmittal 4). On August 4, 2014, the Board executed contracts with 25 Consultants to provide planning and technical support services for LASAN wastewater, stormwater and solid resources

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programs, for a five-year term with an optional five-year renewal. These contracts will expire on July 23, 2019. In order to reduce or eliminate disruption to the on-going projects and tasks, the approval of a five-year renewal is requested to continue providing the services.

Justification

LASAN established a list of 25 diverse teams of consultants to provide highly specialized technical services in the following situations:

1. LASAN must access outside industry experts to provide technical expertise and perform critical work and/or pilot studies associated with mandatory regulatory compliance, new mandates and technologies, facilities planning, Brownfield projects, the Mayor's Directives, and achieving the City's sustainability goals.
2. LASAN requires staffing flexibility to address peak workloads to meet compliance deadlines, associated with a variety of mandates, such as Total Maximum Daily Loads (TMDL). Completing the deliverables late could expose the City to penalties or fines. The on-call list provides LASAN the flexibility to utilize additional staffing in varying numbers to complete the projects in established timeframes.
3. LASAN requires specialized equipment to better evaluate infrastructure, such as structural condition assessment of aging and deteriorating pipes like the North Outfall Sewer or sewer force mains (pressurized pipes) reducing the risk of failure.

All consultants on the on-call list have provided satisfactory services to the City thus far and have proven that they are reliable.

The extension of the contract term by five years to July 23, 2024 will prevent disruption to on-going essential and critical projects and tasks. Extending these contracts is more expedient and efficient than issuing a new RFQ, and keeping the same project team will avoid any transition delays and duplication of work.

Status of Contracts

Per the City Attorney's Office, a legal entity name change does not require a contract amendment since Articles 18 and 27 of the on-call contracts contain provisions that govern successor companies or assignments to the merged or new parent companies. However, written consent from the City is needed for the successor company to take over a contract.

On February 11, 2014, CB&I, Inc. notified LASAN that it completed its acquisition of The Shaw Environmental Group including Shaw Environmental, Inc. and formally changed the name of

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Shaw Environmental, Inc. to CB&I Environmental & Infrastructure, Inc. in December 2013 (Transmittal 5). The Board's legal counsel concurred with this proposed change in May 2014. On August 18, 2014, LASAN sent a letter to CB&I acknowledging the name change (Transmittals 6 and 7).

On July 11, 2017, APTIM informed LASAN that CB&I had changed to APTIM due to the sale of CB&I's Capital Services business segment to Veritas Capital on June 30, 2017 (Transmittal 8). The City Attorney verified the certificate from the Louisiana Secretary of State that recognized the name change and concurred with this change on July 25, 2017. On August 14, 2017, a written consent was sent to APTIM to acknowledge their company name change. Contract C-124337, all of its terms and conditions, and assignments shall remain in effect with the new legal entity name, APTIM (Transmittal 9).

On September 11, 2015, ARCADIS U.S. Inc. sent a letter to LASAN requesting to change the contract name from Malcolm Pirnie, the Water Division of ARCADIS U.S., Inc. to simply name, ARCADIS U.S., Inc. (Transmittal 10). All future and general correspondence shall be revised to reflect the name change.

Calscience Environmental Laboratory is a subconsultant of Brown and Caldwell. On December 27, 2015, Eurofins Eaton Analytical, Inc. sent an e-mail to notify LASAN of the merger of Calscience Environmental Laboratory with Eurofins U.S. Environmental in 2014, and the name change from Calscience Environmental Laboratories to Eurofins Calscience. It also stated that Eurofins Calscience is no longer considered a small or minority-owned business enterprise. (Transmittal 11)

On July 11, 2016, the Board adopted a motion to direct all Bureaus in the Department of Public Works to use the Los Angeles Business Assistance Virtual Network (LABAVN) when soliciting bids from the existing pre-qualified or on-call consultant list(s) (Transmittal 12). Through March 2019, LASAN has advertised and posted 42 task orders in LABAVN and continues to advertise and post all task orders on the following LASAN internet webpage (in order to increase the contract transparency): https://www.lacitysan.org/san/faces/home/portal/s-lsh-au/s-lsh-au-oc/s-lsh-au-oc2014?_afrctrl-state=14nnjcv1xq_4&_afrcLoop=6135300770389752#!

On December 20, 2016, RMC informed LASAN of their merger with Woodard & Curran resulting from a stock sale. RMC is still fully intact and became a wholly-owned subsidiary of Woodard & Curran with no change in the company name, the federal taxpayer identification number, or assignment (Transmittal 13). On April 21, 2017, Woodard & Curran requested LASAN to update the contractual records consistent with their company name (Transmittal 14). For proprietary

reasons, Woodard & Curran did not provide LASAN a complete Stock Purchase Agreement but submitted only the signature pages of the Agreement dated November 4, 2016, that was reviewed and accepted by the City Attorney on May 24, 2017. LASAN sent a written consent to Woodard & Curran to acknowledge the name change from RMC to Woodard & Curran on January 18, 2018. Contract C-124335, all of its terms and conditions, and assignments shall remain in effect with the new legal entity name, Woodard & Curran.

On February 16, 2017, LASAN received a letter from Stantec announcing their acquisition of MWH and requesting that MWH's name to be changed to Stantec (Transmittal 15). Their Certificate of Merger was reviewed and accepted by the City Attorney on March 23, 2017; and on the same day, LASAN sent a letter to Stantec to acknowledge the name change (Transmittal 16). Contract C-124346, all of its terms and conditions, and assignments shall remain in effect with the new legal entity name, Stantec.

E2 ManageTech is a subconsultant of Carollo and is currently utilized under one of Carollo's task orders. On March 2, 2017, Carollo notified LASAN of the acquisition of E2 ManageTech by Ensaf and included the legal documents regarding the acquisition (Transmittal 17).

On July 17, 2017, WSP informed LASAN Parsons Brinckerhoff (PB) had joined the WSP family of companies and WSP was uniting PB under the WSP name worldwide. Therefore, they requested that LASAN update the contractual records to reflect this change and submitted all compliance and legal documents as well as the Name Change Certificate of Qualification recognized by the California Secretary of State that was verified by the City Attorney on July 25, 2017 (Transmittal 18). On January 18, 2018, LASAN sent a written consent to acknowledge the name change from Parsons Brinckerhoff to WSP. Contract C-124336, all of its terms and conditions, and assignments shall remain in effect with the new legal entity name, WSP USA, Inc.

In August 2014, LASAN was informed by URS representative via telephone that AECOM acquired URS, and URS became a wholly-owned subsidiary of AECOM. Later, LASAN received Assistant Secretary of the State of Delaware's Certificate from AECOM confirmed that URS Corporation is a wholly-owned subsidiary of AECOM (Transmittal 19). This certification has been forwarded to the City Attorney for verification.

Table 2 below summarizes the status of contracts involving a company name change.

Table 2: List of Contracts Involving a Company Name Change

No.	Contract No.	Original Company Name	New Company Name	Status
1	C-124333	Malcolm Pirnie, The Water Division of ARCADIS U.S., Inc.	ARCADIS U.S., Inc.	Simply name change on the contract
2	C-124335	Raines Melton & Carella, Inc., dba RMC Water and Environment (RMC)	Woodard & Curran, Inc.	The name change was acknowledged by LASAN
3	C-124336	PB	WSP USA, Inc.	The name change was acknowledged by LASAN
4	C-124337	Shaw Environmental, Inc. (A Wholly-Owned Subsidiary of CB&I, Inc.)	APTIM Environmental & Infrastructure, Inc. (Formerly CB&I Environmental & Infrastructure, Inc.)	The name change was acknowledged by LASAN
5	C-124346	MWH Americas, Inc.	Stantec Consulting Services Inc.	The name change was acknowledged by LASAN
6	C-124329	URS Corporation	Unchanged	A wholly-owned subsidiary of AECOM

Scope of Services

The scope of the contracts authorizes all consultants to continue providing services for LASAN's Wastewater, Stormwater, and Solid Resources Programs, as well as other related environmental work. The scope of work includes but is not limited to:

- Clean Water (Wastewater) Program - Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Development of Biomass Alternative Technologies and Management, Regulatory Compliance, and Odor Control Implementation and Testing, amongst other services.
- Stormwater Program – Planning, Scientific and Technical Issues, Operational Support Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, and Regulatory Compliance Requirements, amongst other services.

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- Solid Resources Program - Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Recycling Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements, and Environmental Protection Agency grant funds for Brownfield sites' assessment Phase I and Phase II, amongst other services.
- Climate Change Adaptation Program, a nascent program that is still under formation.
- Financial Revenue and Bond Program – Financial Analysis, Financial Screening, Funding Sources, review of current rate structure, amongst other services.
- Information Technology (IT) Services – Technical Assistance and Data management and reporting
- Strategic Planning/Safety and Training Program – Specialized Training and Human Resources Development, support the Bureau's ongoing labor-management strategic planning effort, amongst other services.
- Quality Assurance/Value Assessment – Review feasibility, constructability and cost-effectiveness of recommended projects and programs and provide support for pilot programs.
- Livability Services - provide services related to homeless encampment cleanups and illegal dumping prevention and response, amongst other services.
- Public Outreach/Education Program – Including, but not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, developing or using social media; and preparing printed, digital, or electronic literature for public dissemination.

From August 2014 to March 2019, a total of 86 Task Orders (aka Task Order Solicitations, or "TOS") have been awarded under the 25 contracts as shown in Table 2. (Please note that there are four Task Orders, SN-2, SN-71, SN-89, and SN-91 that were awarded to more than one Consultant.)

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Table 3: Summary of Awarded TOSes

No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
1	SN-1	Phase I Environmental Assessments for City's Brownfields Program	Brownfields	\$115,000.00	Tetra Tech
2	SN-2A	Sewer Planning Support Services (Task 1)	Clean Water	\$2,600,000.00	Tetra Tech
	SN-2B	Sewer Planning Support Services (Tasks 2 and 4)	Clean Water	\$2,800,000.00	Brown and Caldwell
	SN-2C	Sewer Planning Support Services (Task 3)	Clean Water	\$2,600,000.00	CDM Smith
3	SN-3	Implementation of Fleet Optimization Program Phase II & III	Solid Resources	\$2,703,576.00	AECOM
4	SN-4	MIKE Urban Hydrodynamic Model Validation	Clean Water	\$480,000.00	CH2M
5	SN-5	GIS Support for Implementation of Routing Programs	Solid Resources	\$5,559,718.00	Tetra Tech
6	SN-6	Implementation Support Services for the Exclusive Commercial and Multifamily Solid Waste Franchise System	Solid Resources	\$16,758,000.00	CH2M
7	SN-7	Environmental Assessment for DCTWRP Lease Extension	Environmental Regulatory Compliance	\$325,000.00	Tetra Tech
8	SN-8	East West Valley Interceptor Sewer Planning Study	Clean Water	\$149,500.00	ARCADIS
9	SN-9	Wastewater Collection Flow Gauging Service II	Clean Water	\$625,000.00	TRC
10	SN-11	Franchise Information System Implementation and Integration	Information Technology	\$5,073,000.00	Tetra Tech
11	SN-12	Technical Services for Monitoring in the Upper LA River and Santa Monica Bay Watersheds	Stormwater	\$148,000.00	Brown and Caldwell
12	SN-13	InfoMaster Sewer Planning Tool	Clean Water	\$140,000.00	Stantec
13	SN-14	On-Call Environmental Services To Support City's Brownfields Program	Brownfields	\$400,000.00	Carollo
14	SN-16	North District Wastewater Maintenance Yard Relocation and Improvement	Quality Assurance/Value Assessment	\$80,000.00	ARCADIS
15	SN-17	One Water LA Phase II	Clean Water and Stormwater	\$6,802,000.00	Carollo

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No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
16	SN-18	Finished Water Disinfection Standard Study at TIWRP AWTF	Wastewater	\$53,000.00	CH2M
17	SN-19	DCT Groundwater Replenishment (GWR) Advanced Water Purification Facility Pilot Test	Clean Water	\$2,986,188.61	Brown and Caldwell
18	SN-20	Westinghouse Distributed Process Family (WDPF) System Support at Hyperion Treatment Plant (HTP)	Information Technology	\$510,000.00	ARCADIS
19	SN-21	Specialized and Expert Services for TMDLs and Related Regulatory Support	Stormwater	\$1,500,000.00	LWA
20	SN-22	EWMP Project Concept Reports	Stormwater	\$80,000.00	Geosyntec
21	SN-23	Environmental Monitoring Support Services	Clean Water, Stormwater, and Solid Resources	\$3,450,000.00	TRC
22	SN-25	Brownfields Program Support Services	Brownfields	\$100,000.00	TRC
23	SN-26	ATF Optimization Project	Clean Water	\$149,000.00	Hazen & Sawyer
24	SN-28	Technical Services, Research, and Analysis regarding Wastewater Flow Gauging (WFG) Used to Charge Burbank for Wastewater Services (Wastewater Flow Research and Analysis)	Clean Water, Financial	\$149,000.00	CDM Smith
25	SN-29	The Development of the Clean Water Campus	Clean Water and Quality Assurance/Value Assessment	\$829,500	Arcadis
26	SN-30	Construction Management Consulting Services for CLARTS Stormwater and Safety Improvements Project	Quality Assurance/Value Assessment	\$657,000.00	ARCADIS
27	SN-31	Hollenbeck Park Lake Rehabilitation Feasibility Study	Stormwater	\$149,000.00	CH2M
28	SN-32	Technical Support Services for Phase IV of Catch Basin Screens & Insert for the Machado Lake Trash TMDL	Stormwater	\$300,000.00	TRC
29	SN-33	Strategies and Support for Water Resources Systems	Clean Water	\$149,500.00	WSP

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No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
30	SN-34	Specialized and Expert Services for Implementation of Enhanced Watershed Management Programs	Stormwater	\$2,199,000.00	LWA
31	SN-35	Treatment Plants Planning Support	Clean Water	\$3,297,584.29	Kennedy/Jenks
32	SN-36	Hyperion Regional Water Reuse Alignment Study Phase II	Clean Water	\$145,000.00	Stantec
33	SN-39	Proposition O Projects Optimization	Stormwater	\$1,305,572.00	Carollo
34	SN-40	Chief Sustainability Officer Network Mobilization and Management	Sustainability, Climate Change	\$372,673.00	AECOM
35	SN-41	University Park Rain Gardens Pilot Study	Stormwater	\$510,000.00	Geosyntec
36	SN-42	NEIS Division Street Shaft Site Remediation	Brownfields	\$1,366,000.00	Brown and Caldwell
37	SN-43	Pilot-to-Scale Stormwater Capture Initiative	Stormwater	\$623,650.00	Tetra Tech
38	SN-44	Specialized and Expert Regulatory Services	Clean Water, Stormwater, Biosolids, and Solid Resources	\$2,400,000.00	LWA
39	SN-45	Implementation of Hollenbeck Park Lake Rehab Project	Stormwater	\$800,000.00	CH2M
40	SN-46	Vegetation Risk Assessment and Preliminary Design to Protect Trees at DCTWRP	Quality Assurance/Value Assessment	\$143,393.00	Arcadis
41	SN-47	Public Right-of-Way Stormwater Low Impact Development (LID)	Stormwater	\$610,000.00	Geosyntec
42	SN-48	HTP Recycled Water Market Rate Study	Financial	\$146,949.00	Parsons W&I
43	SN-49	Wastewater Design Storm and Per-capita Rate Analysis	Clean Water	\$230,027.00	Arcadis
44	SN-51	Water Resources Planning Support	Clean Water	\$600,000.00	WSP
45	SN-52	Management Support for LAWINS	Clean Water and Information Technology	\$1,100,000.00	CH2M
46	SN-53	LASAN Program Management Services	All programs	\$14,000,000.00	Carollo

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No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
47	SN-54	East West Valley Interceptor Sewer (EWWIS) Concept Report	Clean Water	\$130,240.00	Arcadis
48	SN-55	Environmental Review and Analysis for the Lopez Canyon Equestrian Trails and Trail Head Project	Solid Resources	\$146,076.40	HDR
49	SN-56	Phase II Environmental Site Assessment for Wilmington Industrial Park Block 27	Brownfields	\$94,855.77	TRC
50	SN-57	Analysis of a Proposed Solid Resources Joint Partnership Plan & Related Support	Solid Resources	\$300,000.00	HDR
51	SN-59	N-nitrosodimethylamine (NDMA) Precursor Control Strategies for Direct Potable Reuse	Clean Water	\$140,000.00	Black & Veatch
52	SN-60	LNG/CNG Safety Evaluation and Recommendations	Safety	\$112,160.74	AECOM
53	SN-61	Specialized Support for the Generation of Data Required by the Coordinated Integrated Monitoring Programs (CIMP)	Stormwater	\$1,900,000.00	Tetra Tech
54	SN-62	Los Angeles Green Arts Program Support Services	Solid Resources	\$150,000.00	Tetra Tech
55	SN-63	Los Angeles Green Lodging Program Support Services	Solid Resources	\$150,000.00	Tetra Tech
56	SN-64	Residential Food Scrap In-Sink Disposal Pilot Program	Solid Resources, Clean Water	\$2,000,000.00	APTIM
57	SN-66	Evaluation and Structural Design of CLARTS Facilities	Solid Resources	\$147,343.00	CDM Smith
58	SN-67	Residential Food Waste Prevention and Food Scrap Recycling Pilot Program	Solid Resources	\$3,000,000.00	Tetra Tech
59	SN-68	Specialized and Expert Services for San Fernando Valley Green Street Network Evaluation - Lankershim Boulevard Green Street	Stormwater	\$3,780,000.00	Carollo
60	SN-70	Specialized and Expert Services for Wilmington Urban Greening Plan	Stormwater	\$250,000.00	WSP

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No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
61	SN-71A	Structural Condition Assessment of North Outfall Sewer (NOS)	Clean Water	\$1,343,000.00	Brown and Caldwell
62	SN-71B	Structural Condition Assessment of North Outfall Sewer (NOS)	Clean Water	\$835,000.00	CDM Smith
63	SN-72	Specialized and Expert Services for San Fernando Valley Green Street Network Evaluation - Van Nuys Boulevard Green Street	Stormwater	\$3,360,000.00	Geosyntec
64	SN-73	Optimization of Eight Proposition O Projects	Stormwater	\$2,053,600.00	Geosyntec
65	SN-75	Stormwater Green Infrastructure Academy	Stormwater	\$119,994.00	CH2M
66	SN-77	DCTWRP Storage Tank Automation: Real Time Decision Support System (RT-DSS) for Wet Weather Operation	Clean Water	\$145,000.00	Black & Veatch
67	SN-79	DCTWRP Advanced Water Purification Facility Groundwater Replenishment Technical Assessment and Services	Clean Water Regulatory Compliance	\$375,000.00	LWA
68	SN-80	Sewer Force Main Inspection Pilot Study	Clean Water	\$65,000.00	Black & Veatch
69	SN-81	San Fernando Relief Sewer Concept Study (Doran to Division Street)	Clean Water	\$241,307.60	AECOM
70	SN-82	The Development of East West Valley Interceptor Sewer Environmental Impact Report	Environmental Regulation	\$319,963.00	CDM Smith
71	SN-83	LA Industry Business Outreach Events Planning Support	Public Outreach	\$148,110.00	CH2M
72	SN-84	Specialized Services for CIMP Implementation and Watershed Characterization	Stormwater	\$2,015,000.00	LWA
73	SN-85	Community Involvement and Project Mitigation Support for the Clean Water Program	Clean Water Program	\$2,000,000.00	Tetra Tech
74	SN-86	Sewer System Management Plan (SSMP) Five-Year Update	Clean Water	\$130,000.00	HDR
75	SN-87	Brownfields Program Support Services	Brownfields	\$74,956.00	Stantec

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No.	TOS No.	TITLE	PROGRAM SERVICE AREA	CONTRACT AMOUNT	CONSULTANT
76	SN-89A	Sewer Advanced Planning Support Services	Clean Water	\$2,000,000.00	Tetra Tech
	SN-89B	Sewer Planning and Technical Support Services	Clean Water	\$2,000,000.00	Stantec
77	SN-90	Wastewater Program Operation and Maintenance Support	Clean Water	\$5,500,000.00	DRCD
78	SN-91A	North Outfall Sewer Structural Condition Assessment Phase II	Clean Water	\$1,064,000.00	Brown and Caldwell
	SN-91B	North Outfall Sewer Structural Condition Assessment Phase II	Clean Water	\$1,406,000.00	CDM Smith
79	SN-92	Gauging Data Quality Assurance and Quality Control	Clean Water	\$149,879.00	Stantec
80	SN-93	Concept Report Revisions for Three Downtown and Two Highland Park Low Flow Diversion Projects	Stormwater	\$149,518.34	Tetra Tech
81	SN-96	Stormwater Use Standards for Penmar, Temescal, and Mar Vista Proposition O Projects	Stormwater	\$50,000.00	Tetra Tech
82	SN-101	Honeywell Distributed Control System Support	Information Technology	\$145,000.00	Arcadis
83	SN-102	Hyperion Water Reclamation Plant Acute Toxicity and Ammonia Study and Work Plan	Clean Water	\$400,000.00	AECOM
84	SN-103	Graphic Design Consultant	All programs	\$68,250.00	CH2M
85	SN-104	Hyperion Water Reclamation Plant Biowin Model	Clean Water, Information Technology	\$115,734.00	Atkins
86	SN-105	Dynac SCADA System Maintenance and Support	Information Technology	\$145,000.00	Arcadis
TOTAL				\$124,905,757.75	

Term of Contract

Upon approval of the five-year renewal, the term of all 24 contracts shall be extended from July 23, 2019 to July 23, 2024.

Cost Estimate

The contract cost ceiling is determined on a project-by-project basis.

Business Inclusion Program (BIP)

In compliance with the Mayor's Executive Directive No. 14, these Contracts are subject to the Business Inclusion Program requirements. At the time of distribution of this RFQ, LASAN had established anticipated subcontractor participation levels of 18% Minority Business Enterprise (MBE), 4% Women Business Enterprise (WBE), 25% Small Business Enterprise (SBE), 8% Emerging Business Enterprise (EBE), and 3% Disabled Veteran Business Enterprise (DVBE).

The final pledged participation levels are determined and provided by the Consultants at the time each particular Task Order is awarded. Of the 25 Prime Consultants, 20 have been awarded Task Orders. The table below summarizes the overall achieved subconsultant participation of the 24 on- call contracts as of March 31, 2019.

Overall achieved subconsultant participation by Business Enterprise

Business Enterprise	Achieved (%)	Achieved (\$)
MBE	22.92%	\$25,180,174.96
WBE	12.25%	\$13,460,821.52
SBE	18.67%	\$20,509,977.38
EBE	19.02%	\$20,889,159.45
DVBE	1.04%	\$1,144,219.66
OBE	10.91%	\$11,980,213.68
Total Subconsultant Participation	62.97%	\$69,175,560.85
Total Invoiced Amount		\$109,851,854.53

Analysis of each on-call consulting firm as of March 31, 2019:

All information in the following tables is based on the approved budget and agreements executed before April 1, 2019 and total invoiced amounts.

Per the requirements of the RFQ, the Consultants were expected to solicit subconsultants from their latest approved Schedule A, List of Potential MBE/WBE/SBE/EBE/DVBE/OBE

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Subconsultants for each awarded Task Order, to fulfill the City's anticipated participation levels. The subconsultant participation levels that the selected Consultants pledged, as shown in the following tables, are based on the scope of services required in the TOS.

Gender/Ethnicity Codes:

AA = African American

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

F = Female

1. CH2M HILL Engineers, Inc. (CH2M) (C-124343)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

CH2M submitted proposals for ten task orders and was awarded nine.

TOS SN-4: Mike Urban Hydrodynamic Model Revalidation

This TOS was awarded with pledged participation levels of 10.68 percent MBE, 4.32 percent WBE, 10.68 percent SBE, 10.68 percent EBE, 0 percent DVBE, and 74.99 percent OBE. The TOS was amended on December 28, 2015 to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, CH2M Hill pledged 3.39 percent MBE, 6.64 percent WBE, 12.06 percent SBE, 12.06 percent EBE, 0 percent DVBE, and 65.79 percent OBE. On September 15, 2016, the Board adopted Amendment No. 2 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 2, CH2M Hill Engineers, Inc. pledged 3.39 percent MBE, 6.64 percent WBE, 12.06 percent SBE, 12.06 percent EBE, 0 percent DVBE, and 65.79 percent OBE. On March 7, 2017, the Board adopted Amendment No. 3 to this TOS to extend the term of the agreement. For Amendment No. 3, there were no changes to the subconsultant utilization. On August 23, 2017, the Board adopted Amendment No. 3 to this TOS to extend the term of the agreement. For Amendment No. 3, there were no changes to the subconsultant utilization. On August 21, 2017, the Board adopted Amendment No. 4 to this TOS to extend the term of the agreement. For Amendment No. 4, CH2M Hill Engineers, Inc. pledged 10.93 percent MBE, 5.64 percent WBE, 10.97 percent SBE, 0 percent EBE, 0 percent DVBE, and 68.10 percent OBE. Per the final subcontracting report dated December 23, 2016, CH2M Hill Engineers, Inc. achieved 10.93 percent MBE, 5.64 percent WBE, 10.97 percent SBE, 10.97 percent EBE, 0 percent DVBE, and 68.10 percent OBE.

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Per the final subcontracting report dated December 23, 2016, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Moon*	F/C	MBE	1.98%	\$9,498.08
MapVision Technologies, Inc.	M/SAA	MBE/SBE/EBE	8.95%	\$42,980.85
Vieux & Associates, Inc.*	F/C	WBE	3.63%	\$17,400.00
IEM*	M/C	WBE/SBE/EBE	2.02%	\$9,680.64
DHI, Inc.*	-	OBE	67.32%	\$323,147.00
Fasold Control System*	-	OBE	0.78%	\$3,720.00
Total MBE Participation			10.93%	\$52,478.93
Total WBE Participation			5.64%	\$27,080.64
Total SBE Participation			10.97%	\$52,661.49
Total EBE Participation			10.97%	\$52,661.49
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			68.10%	\$326,867.00
Total Subconsultant Participation			84.67%	\$406,426.57
Prime Participation			15.33%	\$73,573.43
Total Invoiced to Date				\$480,000.00

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-6: Implementation Support Services for the Exclusive Commercial and Multi-family Home Solid Waste Franchise System

This TOS was awarded with pledged participation levels of 64.17 percent MBE, 4.17 percent WBE, 1.67 percent SBE, 1.67 percent EBE, 0.83 percent DVBE, and 1.67 percent OBE. The TOS was amended on April 3, 2017 to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, CH2M Hill pledged 68.37 percent MBE, 1.14 percent WBE, 0.59 percent SBE, 0.59 percent EBE, 0 percent DVBE, and 2.4 percent OBE. On October 25, 2018, the Board adopted Amendment No. 2 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 2, CH2M Hill Engineers, Inc. pledged 66.66 percent MBE, 2.54 percent WBE, 6.63 percent SBE, 6.18 percent EBE, 0 percent DVBE, and 1.49 percent OBE. Per the final subcontracting report dated December 24, 2018, CH2M Hill Engineers, Inc. achieved 61.51 percent MBE, 3.02 percent WBE, 3.95 percent SBE, 3.95 percent EBE, 0 percent DVBE, and 2.61 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated December 24, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Agile-1 ¹	F/AA	MBE	51.17%	\$6,092,152.00
Sensis ¹	-/HA	MBE	3.16%	\$376,023.00
EnviCraft ²	M/APA	MBE	0.11%	\$12,558.00
Innovative Logics ¹	M/SAA	MBE	3.12%	\$371,238.00
E. Tseng & Associates	M/APA	MBE/SBE/EBE	3.95%	\$470,475.00
Campos Communications ²	F/HA	WBE	1.01%	\$120,750.00
Cybele Chang Consulting ¹	F/APA	WBE	0.05%	\$5,785.00
Effect Strategies LLC ¹	F/C	WBE	1.20%	\$142,847.00

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Morcos Group	F/C	WBE	0.76%	\$90,382.00
The Sierra Group	F/HA	WBE	0.00%	\$100.00
FCS Group ¹	-	OBE	0.37%	\$44,169.00
Imprenta Communications ²	-	OBE	0.71%	\$84,048.00
JRM&A ²	-	OBE	0.33%	\$39,490.00
Simpson & Simpson Management Consulting	-	OBE	0.54%	\$64,165.00
WIH Resources Group, Inc.	-	OBE	0.67%	\$79,381.00
Total MBE Participation			61.51%	\$7,322,446.00
Total WBE Participation			3.02%	\$359,864.00
Total SBE Participation			3.95%	\$470,475.00
Total EBE Participation			3.95%	\$470,475.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			2.61%	\$311,253.00
Total Subconsultant Participation			67.14%	\$7,993,563.00
Prime Participation			32.86%	\$3,911,658.06
Total Invoiced to Date				\$11,905,221.06

¹ These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

² These subconsultants were added to the Task Order without the proper performance of a MSO.

TOS SN-18: Finished Water Disinfection Standard Study at TIWRP AWWP

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 5.33 percent SBE, 0 percent EBE, 0 percent DVBE, and 34.46 percent OBE. Per the final subcontracting report dated January 26, 2019, CH2M Hill Engineers, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 27.57 percent OBE. This TSO is no longer active. Per the final subcontracting report, the achieved subconsultant participation.

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Carollo	-	OBE	27.57%	\$11,627.50
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			27.57%	\$11,627.50
Total Subconsultant Participation			27.57%	\$11,627.50
Prime Participation			72.43%	\$30,541.47
Total Invoiced to Date				\$42,168.97

TOS SN-31: Hollenbeck Park Lake Rehabilitation Study

This TOS was awarded with pledged participation levels of 15.45 percent MBE, 0 percent WBE, 8.23 percent SBE, 8.23 percent EBE, 0 percent DVBE, and 44.15 percent OBE. Per the final subcontracting report dated August 22, 2016, CH2M Hill Engineers, Inc. achieved 17.27 percent MBE, 0 percent WBE, 2.01 percent SBE, 2.01 percent EBE, 0 percent DVBE and 39.81 percent OBE. This TOS is no longer active.

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Per the final subconsulting report dated August 2, 2016, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Global Business Solutions, Inc *	F/SAA	MBE	17.27%	\$25,264.40
Tree of Life Nursery*	-	SBE/EBE	2.01%	\$2,934.14
The Pond Company*	-	OBE	2.28%	\$3,337.75
Natural Rock Formation / Floating Islands West LLC ¹	-	OBE	37.53%	\$54,900.00
Total MBE Participation			17.27%	\$25,264.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			2.01%	\$2,934.14
Total EBE Participation			2.01%	\$2,934.14
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			39.81%	\$58,237.75
Total Subconsultant Participation			59.08%	\$ 86,436.29
Prime Participation			40.92%	\$59,859.23
Total Invoiced to Date				\$146,295.52

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

¹This subconsultant was added to the Task Order without the proper performance of a MSO.

TOS SN-45: Implementation of Hollenbeck Park Lake Rehabilitation Project

This TOS was awarded with pledged participation levels of 7.83 percent MBE, 0 percent WBE, 11.20 percent SBE, 11.20 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated May 1, 2017, CH2M Hill Engineers, Inc. achieved 24.74 percent MBE, 19.81 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 12 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated May 1, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
California Watershed Engineering	M/SAA	MBE/SBE/EBE	0.00%	\$0.00
Global Design Build, Inc.*	M/HA	MBE	13.81%	\$52,129.09
The Pond Company*	-	SBE/EBE	0.00%	\$0.00
Total MBE Participation			13.81%	\$52,129.09
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			13.81%	\$52,129.09
Prime Participation			86.19%	\$325,242.32
Total Invoiced to Date				\$377,371.41

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

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TOS SN-52: Los Angeles Wastewater Information Network System (LAWINS)

This TOS was awarded with pledged participation levels of 28.16 percent MBE, 18.37 percent WBE, 18.37 percent SBE, 18.37 percent EBE, 0 percent DVBE, and 11.95 percent OBE. The task agreement was amended on September 15, 2016 to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, CH2M Hill pledged 3.39 percent MBE, 6.64 percent WBE, 12.06 percent SBE, 12.06 percent EBE, 0 percent DVBE, and 65.79 percent OBE. Per the final subcontracting report dated March 6, 2017, CH2M Hill Engineers, Inc. achieved 24.74 percent MBE, 19.81 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 12 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated March 6, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Moon	M/AA	MBE	23.25%	\$231,831.66
MapVision Technologies, Inc.	M/SAA	MBE	1.49%	\$14,877.90
Integrated Engineering Management	F/C	WBE	19.81%	\$197,575.93
MWH Americas, Inc.	-	OBE	0.00%	\$0.00
Fasold Control Systems, Inc.	-	OBE	11.85%	\$118,206.75
DHI Inc.*	-	OBE	0.14%	\$1,429.00
Total MBE Participation			24.74%	\$246,709.56

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total WBE Participation	19.81%	\$197,575.93
Total SBE Participation	0.00%	\$0.00
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	12.00%	\$119,635.75
Total Subconsultant Participation	56.55%	\$563,921.24
Prime Participation	43.45%	\$433,228.22
Total Invoiced to Date		\$997,149.46

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-75: Stormwater Green Infrastructure Academy Project

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 8.33 percent SBE, 0 percent EBE, 0 percent DVBE, and 8.33 percent OBE. Per the final subcontracting report dated November 15, 2018, CH2M Hill Engineers, Inc. achieved 0 percent MBE, 0 percent WBE, 1.95 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

Per the subcontracting report dated November 15, 2018 the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
S. Groner Associates, Inc. ¹	-	SBE	1.95%	\$1,173.00
LA Trade Tech College (LATTC) ²	-	OBE	0.00%	\$0.00
Council for Watershed Health (CWH)*	-	OBE	0.00%	\$0.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			1.95%	\$1,173.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			1.95%	\$ 11,73.00
Prime Participation			98.05%	\$58,955.38
Total Invoiced to Date				\$60,128.38

¹ This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

² This subconsultant was added to the Task Order and the Schedule A without the proper performance of a MSO.

TOS SN-83: LA Industry Business Outreach Planning Support

This TOS was awarded with pledged participation levels of 0 percent MBE, 90 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated June 28, 2018, CH2M Hill Engineers, Inc. achieved 0 percent MBE, 88.78 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

Per the final subconsultant report, the archived subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ETR Consultants LLC	F/AA	WBE	88.78%	\$79,866.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			88.78%	\$79,866.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			88.78%	\$79,866.00
Prime Participation			11.22%	\$10,097.00
Total Invoiced to Date				\$89,963.00

2. AECOM Technical Services, Inc. (AECOM) (C-124327)

AECOM submitted proposals for seven task orders and was awarded five.

TOS SN-3: Implementation of Zonar Fleet Optimization Program Phase II and III

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 9.35 percent SBE, 9.35 percent EBE, 0 percent DVBE, and 40.67 percent OBE. Per the final subconsulting report, dated November 13, 2017, AECOM achieved 51.70 percent MBE, 9.79 percent WBE, 57.66 percent SBE and 57.66 percent EBE, 0 percent DVBE and 6.42 percent OBE. This TOS is no longer active.

Per the final subconsulting report, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EPCM-RMS*	M/HA	MBE	51.70%	\$346,746.64
EPCM-RMS*	-	SBE/EBE	47.86%	\$321,051.00
The Morcos Group	F/C	WBE/SBE/EBE	9.79%	\$65,688.00
Zonar Systems, Inc. ¹	-	OBE	6.42%	\$43,048.00
Total MBE Participation			51.70%	\$346,747.00
Total WBE Participation			9.79%	\$65,688.00
Total SBE Participation			57.66%	\$386,739.00
Total EBE Participation			57.66%	\$386,739.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			6.42%	\$43,048.00
Total Subconsultant Participation			67.91%	\$455,483.00
Prime Participation			32.09%	\$215,262.00
Total Invoiced to Date				\$670,744.70

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO. The SBE/EVE was certified November 9, 2016 until November 9, 2018.

¹The services of Zonar Systems (OBE), such as project management for the Zonar GPS service and hardware use, were no longer needed due to the change of scope of work. Their contract budget was reallocated to EPCM-RMS (MBE/SBE/EBE) and The Morcos Group (WBE/SBE/EBE) to continue supporting all fleet optimization program Phase II and III activities.

TOS SN-40: Chief Sustainability Officers Mobilization and Management Network

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 86.84 percent OBE. On November 19, 2015 the TOS was amended (Amendment No. 1) to increase the contract cost from \$47,300 to \$85,673, without changing the subconsultant utilization. With Amendment No. 1, AECOM pledged 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 47.86 percent OBE. This TOS was amended a second time (Amendment No. 2) on July 11, 2016, to extend the term to December 30, 2016. Amendment No. 2 did not require subconsultant utilization. On September 23, 2016, the TOS was amended a third time (Amendment No. 3) to increase the cost ceiling to \$145,673 and extend the term to March 31, 2017 with subconsultant utilization needed. Amendment No. 4 to this TOS was executed on April 19, 2017 to increase the contract amount to \$372,673 and extend the term to March 31, 2019. Subconsultant EPCM-RMS was utilized to assist the project team with services provided under this Amendment. Per the latest subconsultant utilization profile, dated October 22, 2018, AECOM achieved 10.74 percent MBE, 0.88 percent WBE, 11.61 percent SBE, 11.61 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

Per the latest subconsultant utilization profile dated October 22, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EPCM-RMS	M/HA	MBE/SBE/EBE	10.74%	\$25,000.00
The Morcos Group	F/C	WBE/SBE/EBE	0.88%	\$2,042.00
Total MBE Participation			10.74%	\$25,000.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total WBE Participation	0.88%	\$2,042.00
Total SBE Participation	11.61%	\$27,042.00
Total EBE Participation	11.61%	\$27,042.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	0.00%	\$0.00
Total Subconsultant Participation	11.61%	\$27,042.00
Prime Participation	88.39%	\$205,834.82
Total Invoiced to Date		\$232,876.82

TOS SN-60: Liquefied Natural Gas (LNG)/Compressed Natural Gas (CNG) Safety Evaluation and Recommendations

This TOS was executed on October 11, 2016 with pledged participation levels of 0 percent MBE, 0 percent WBE, 9.35 percent SBE, 9.35 percent EBE, 0 percent DVBE, and 40.67 percent OBE. Per the latest subconsultant utilization profile, dated November 29, 2017, AECOM achieved 0 percent MBE, 0 percent WBE, 8.92 percent SBE, 8.92 percent EBE, 0 percent DVBE and 38.80 percent OBE. This TOS is no longer active.

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Per the latest subconsultant utilization profile dated November 29, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Safety Compliance Management (SCM)*	-	SBE/EBE	8.92%	\$10,000.00
Natural Gas Vehicle Institute (NGVi)*	-	OBE	38.80%	\$43,518.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			8.92%	\$10,000.00
Total EBE Participation			8.92%	\$10,000.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			38.80%	\$43,518.00
Total Subconsultant Participation			47.72%	\$53,518.00
Prime Participation			52.28%	\$58,642.74
Total Invoiced to Date				\$112,160.74

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-81: San Fernando Relief Sewer Concept Study (Doran to Division Street)

This TOS was awarded with pledged participation levels of 37.30 percent MBE, 13.47 percent WBE, 13.47 percent SBE, 13.47 percent EBE, 0 percent DVBE and 0 percent OBE. As of November 1, 2018, AECOM has achieved 39.11 percent MBE, 14.12 percent WBE, 14.12 percent SBE, 14.12 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is still active and will continue after Board adoption of the renewal option.

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As of November 1, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Ninyo & Moore	M/HA	MBE	39.11%	\$90,000.00
The Morcos Group	F/C	WBE/SBE/EBE	14.12%	\$32,500.00
Total MBE Participation			39.11%	\$90,000.00
Total WBE Participation			14.12%	\$32,500.00
Total SBE Participation			14.12%	\$32,500.00
Total EBE Participation			14.12%	\$32,500.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			53.23%	\$122,500.00
Prime Participation			46.78%	\$107,620.52
Total Invoiced to Date				\$230,120.52

TOS SN-102: Hyperion Water Reclamation Plant - Acute Toxicity and Ammonia Study and Workplan

This TOS was awarded with pledged participation levels of 0 percent MBE, 5 percent WBE, 13.75 percent SBE, 5 percent EBE, 0 percent DVBE, and 0 percent OBE.

There is no achieved table for this TOS since no invoices were received.

3. Brown and Caldwell, Inc. (C-124326)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

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Brown and Caldwell submitted proposals for nine task orders and was awarded six.

TOS SN-2B: Sewer Planning Support Services

This TOS was awarded with pledged participation levels of 27.10 percent MBE, 20.48 percent WBE, 20.48 percent SBE, 20.48 percent EBE, 0 percent DVBE, and 0 percent OBE. On December 21, 2016, the Board adopted Amendment No. 1 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, Brown and Caldwell pledged 26.55 percent MBE, 20.06 percent WBE, 20.06 percent SBE, 20.06 percent EBE, 0 percent DVBE, and 1.07 percent OBE. Per the final subcontracting report dated December 20, 2018, Brown and Caldwell achieved 31.39 percent MBE, 48.76 percent WBE, 48.76 percent SBE, 48.76 percent EBE, 0 percent DVBE, and 4.39 percent OBE.

Per the final subcontracting report dated December 20, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/ SBE/EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Murakawa Communications Inc.*	F/APA	MBE	31.39%	\$853,482.63
PMCS Group	F/C	WBE/SBE/ EBE	48.76%	\$1,325,936.95
BluEvolutionNow	-	OBE	2.55%	\$69,250.00
Clemson Engineering Hydraulics**	-	OBE	1.84%	\$50,000.00
Total MBE Participation			31.39%	\$853,482.63
Total WBE Participation			48.76%	\$1,325,936.95
Total SBE Participation			48.76%	\$1,325,936.95

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Subconsultants	(%) of Total Invoiced	(\$ Amount Invoiced to Date
Total EBE Participation	48.76%	\$1,325,936.95
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	4.39%	\$119,250.00
Total Subconsultant Participation	84.53%	\$2,298,669.58
Prime Participation	15.47%	\$420,688.15
Total Invoiced to Date		\$2,719,357.73

* Murakawa is MBE. They were listed incorrectly as WBE in the original Board Report

**Clemson was added with a proper MSO but no Schedule B was submitted, subcontractor was used and participation included in Schedule C.

TOS SN-12: Monitoring in the Upper Los Angeles River and Santa Monica Bay Watersheds

This TOS was awarded with no subcontractors.

On July 19, 2016, the Board adopted Amendment No. 1 to this TOS to extend the term of the agreement. For Amendment No. 1, there were no changes to subconsultant utilization. On June 2, 2017, the Board adopted Amendment No. 2 to this TOS to extend the term of the agreement. For Amendment No. 2, the pledged participation levels were 59.29 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated September 11, 2018, Brown and Caldwell achieved 66.93 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and OBE.

Per the final subcontracting report dated September 11, 2018, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Carter Industrial Automation, Inc.	M/AA	MBE	66.93%	\$117,128.00
Total MBE Participation			66.93%	\$117,128.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			66.93%	\$117,128.00
Prime Participation			33.07%	\$57,868.00
Total Invoiced to Date				\$174,996.00

TOS SN-19: Sewer Planning Support Services

This TOS was awarded with pledged participation levels of 22.46 percent MBE, 1.02 percent WBE, 22.29 percent SBE, 22.29 percent EBE, 0 percent DVBE, and 12.31 percent OBE. On July 14, 2016, the Board adopted Amendment No. 1 to this TOS to increase the cost ceiling. For Amendment No. 1, Brown and Caldwell pledged 22.40 percent MBE, 1.02 percent WBE, 22.23 percent SBE, 22.23 percent EBE, 0 percent DVBE, and 12.28 percent OBE. On January 3, 2017, the Board adopted Amendment No. 2 to this TOS to increase the cost ceiling. For Amendment No. 2, Brown and Caldwell pledged 22.29 percent MBE, 1.02 percent WBE, 22.11 percent SBE, 22.11 percent EBE, 0 percent DVBE, and 12.21 percent OBE. On May 2, 2017, the Board adopted Amendment No. 3 to this TOS to increase the cost ceiling. For Amendment No. 3, Brown and Caldwell pledged 22.59 percent MBE, 1.35 percent WBE, 23.09 percent SBE, 22.75 percent EBE, 0 percent DVBE, and 16.94 percent OBE. On February 22, 2018, the Board adopted Amendment No. 4 to this TOS to increase the cost ceiling. For Amendment No. 4, Brown and Caldwell pledged 22.38 percent MBE, 1.34 percent WBE, 22.87 percent SBE, 22.54

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percent EBE, 0 percent DVBE, and 16.78 percent OBE. Per the final subcontracting report dated April 30, 2018, Brown and Caldwell achieved 22.38 percent MBE, 0.62 percent WBE, 22.31 percent SBE, 20.88 percent EBE, 0 percent DVBE, and 15.97 percent OBE.

Per the final subcontracting report dated April 30, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Carter Automation	M/AA	MBE	22.38%	\$668,304.00
DR Consultants	F/HA	WBE	0.33%	\$10,000.00
Freeth-Moroz	F/C	WBE/SBE/EBE	0.28%	\$8,385.00
Trussel Technologies, Inc.	-	SBE/EBE	20.60%	\$615,235.57
Trussel Technologies, Inc.	-	SBE	1.43%	\$42,663.25
Murray Construction	-	OBE	15.97%	\$476,769.45
Total MBE Participation			22.38%	\$668,304.00
Total WBE Participation			0.62%	\$18,385.00
Total SBE Participation			22.31%	\$666,283.82
Total EBE Participation			20.88%	\$623,620.57

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	15.97%	\$476,769.45
Total Subconsultant Participation	60.99%	\$1,821,357.27
Prime Participation	39.01%	\$1,164,831.34
Total Invoiced to Date		\$2,986,188.61

TOS SN-42: Sewer Planning Support Services

This TOS was awarded with pledged participation levels of 14.58 percent MBE, 0 percent WBE, 12.21 percent SBE, 12.21 percent EBE, 0 percent DVBE, and 1.38 percent OBE. On November 17, 2015, the Board adopted Amendment No. 1 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, Brown and Caldwell pledged 28.70 percent MBE, 0 percent WBE, 9.37 percent SBE, 9.37 percent EBE, 0 percent DVBE, and 5.73 percent OBE. On December 8, 2016, the Board adopted Amendment No. 2 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 2, Brown and Caldwell pledged 20.73 percent MBE, 0 percent WBE, 13.19 percent SBE, 10.35 percent EBE, 0 percent DVBE, and 10.91 percent OBE. On May 26, 2017, the Board adopted Amendment No. 3 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 3, Brown and Caldwell pledged 23.06 percent MBE, 0 percent WBE, 9.12 percent SBE, 4.70 percent EBE, 0 percent DVBE, and 7.83 percent OBE. On December 15, 2017, the Board adopted Amendment No. 4 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 4, Brown and Caldwell pledged 24.71 percent MBE, 0 percent WBE, 9.23 percent SBE, 4.45 percent EBE, 0 percent DVBE, and 7.4 percent OBE. On December 20, 2018, the Board adopted Amendment No. 5 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 5, Brown and Caldwell pledged 19.51 percent MBE, 0 percent WBE, 8.55 percent SBE, 2.11 percent EBE, 0 percent DVBE, and 13.92 percent OBE. Per the final subcontracting report dated February 28, 2019, Brown and Caldwell achieved 22.03 percent MBE, 0 percent WBE, 9.40 percent SBE, 4.75 percent EBE, 0 percent DVBE, and 1.86 percent OBE.

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Per the final subcontracting report dated February 28, 2019, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
American Integrated Services	M/HA	MBE	0.14%	\$760.00
Ninyo and Moore	M/HA	MBE	14.26%	\$76,372.98
Advanced Technology Laboratories	M/HA	MBE/SBE	4.66%	\$24,938.47
CoreProbe, International	-	MBE/SBE/EBE	2.97%	\$15,927.00
Millenium Environment	-	SBE	0.00%	\$0.00
Jones Environmental	-	SBE/EBE	1.68%	\$8,990.00
Subsurface Surveys	-	SBE/EBE	1.10%	\$520.00
Ecotech Environmental	-	OBE	1.86%	\$9,950.00
Gregg Drilling	-	OBE	0.00%	\$0.00
Microbial Insights	-	OBE	0.00%	\$0.00
Eurofins Calscience, Inc.	-	OBE	0.00%	\$0.00
Roadway Construction Services	-	OBE	0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total MBE Participation	22.03%	\$117,998.45
Total WBE Participation	0.00%	\$0.00
Total SBE Participation	9.40%	\$50,375.47
Total EBE Participation	4.75%	\$25,437.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	1.86%	\$9,950.00
Total Subconsultant Participation	25.66%	\$137,458.45
Prime Participation	74.34%	\$398,244.55
Total Invoiced to Date		\$535,703.00

All subconsultants (except American Integrated Services) were added with an approved proper outreach performed AFTER the TOS was awarded with those subconsultants listed

TOS SN-71: Structural Condition Assessment of North Outfall Sewer

This TOS was awarded with pledged participation levels of 16.21 percent MBE, 2.91 percent WBE, 6.23 percent SBE, 4.16 percent EBE, 0 percent DVBE, and 40.50 percent OBE. Per the final subcontracting report dated January 15, 2019, Brown and Caldwell achieved 2.10 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 36.60 percent OBE.

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Per the final subcontracting report dated January 15, 2019, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
United Pumping Service, Inc.	M/HA	MBE	2.10%	\$29,214.26
Atlas Underground Inc.	M/HA	MBE	0.00%	\$0.00
Coast Surveying, Inc.	M/HA	MBE	0.00%	\$0.00
Murakawa Communications	F/APA	WBE	0.00%	\$0.00
MARRS Services, Inc.	F/SAA	WBE/SBE	0.00%	\$0.00
Subsurface Surveys and Associates, Inc.	-	SBE/EBE	0.00%	\$0.00
National Plant Services, Inc.	-	OBE	0.00%	\$0.00
Total MBE Participation			2.10%	\$29,214.26
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			38.60%	\$538,112.15

Subconsultants	(%) of Total Invoiced	(\$ Amount Invoiced to Date
Total Consultant Participation	40.69%	\$567,326.41
Prime Participation	59.31%	\$826,795.43
Total Invoiced to Date		\$1,394,121.84

TOS SN-91B: Phase II of the Structural Condition Assessment of the North Outfall Sewer

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 65.75 percent OBE. There are no currently no invoices to date.

4. APTIM (C-124337)

The information provided below for the TOS assigned under this contract is pending verification by the Bureau of Contract Administration.

APTIM submitted proposals for three task orders and was awarded one.

TOS SN-64: Residential Food Waste In-Sink Disposal Pilot Program

The NTP for this TOS was executed on May 31, 2017 with pledged participation levels of 29.68 percent MBE, 0 percent WBE, 46.52 percent SBE and EBE, 23.46 percent DVBE, and 5.73 percent OBE. The TOS was subsequently amended (Amendment No. 1) on January 4, 2019 to increase extend the term to March 31, 2019. There were no changes to the contract ceiling and subcontractor pledged percentages with the Amendment. As of March 21, 2019, APTIM achieved 22.87 percent MBE, 0 percent WBE, 42.13 percent SBE, 42.13 percent EBE, 15.64 percent DVBE and 4.90 percent OBE. This TOS is still active and will continue after Board adoption of the renewal option.

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As of March 21, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Better Way Plumbing & Repairs, Inc. dba Better Way Mechanical Plumbing*	M/AA	MBE/SBE/EBE /DVBE	15.64%	\$222,924.08
MapVision Technologies, Inc.	M/SAA	MBE/SBE/EBE	7.24%	\$103,163.13
S. Groner Associates, Inc.*	-	SBE/EBE	19.25%	\$274,491.38
Babcock Laboratories, Inc.*	-	OBE	1.33%	\$18,915.00
Test America, Inc.*	-	OBE	4.90%	\$69,921.07
Total MBE Participation			22.87%	\$326,087.21
Total WBE Participation			0%	\$0.00
Total SBE Participation			42.13%	\$600,578.59
Total EBE Participation			42.13%	\$600,578.59
Total DVBE Participation			15.64%	\$222,924.08
Total OBE Participation			4.90%	\$69,921.07
Total Subconsultant Participation			48.36%	\$689,414.66
Prime Participation			51.64%	\$736,235.29
Total Invoiced to Date				\$1,425,649.95

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

APTIM performed a Good Faith Effort to reach out to qualified subconsultants in order to fulfill the City's anticipated subconsultant participation levels. However, they fell short of meeting the anticipated WBE level due to the lack of responses received or the inability of the subconsultant to meet the scope of work described in the TOS.

5. Hazen & Sawyer, P.C. (C-124322)

Hazen and Sawyer submitted proposals for four task orders and was awarded one.

TOS SN-26: Air Treatment Facilities (ATFs) Optimization

For the Notice to Proceed (NTP) for this TOS executed July 8, 2015 with a contract amount of \$135,000 including a \$17,047.00 contingency, Hazen & Sawyer pledged participation levels of 5.11 percent MBE, 0 percent WBE, 5.11 percent SBE, 0 percent EBE, 0 percent DVBE, and 22.97 percent OBE. The TOS was amended on January 7, 2016 to extend the contract term, and then subsequently amended again (Amendment No. 2) on June 7, 2016 to increase the ceiling and extend the term of the agreement. With Amendment No. 2, the pledged participation levels were changed to 4.57 percent MBE, 0 percent WBE, 4.57 percent SBE, 0 percent EBE, 0 percent DVBE, and 20.53% OBE. Per the final subcontracting report dated March 14, 2017, Hazen & Sawyer achieved 0 percent MBE, WBE, SBE, EBE, and DVBE and 23.13 percent OBE.

Per the final subcontracting report dated March 14, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Environmental Treatment & Technology, Inc. dba Advanced Technology Laboratory (ATL)	M/HA	MBE/SBE	0.00%	\$0.00
Murray Company (ATF Biotracking)*	-	OBE	15.04%	\$19,591.00
Murray Company (Carbon Installation)*	-	OBE	1.44%	\$1,881.00
St. Croix Sensory*	-	OBE	6.64%	\$8,647.10
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total SBE Participation	0.00%	\$0.00
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	23.13%	\$30,119.10
Total Subconsultant Participation	23.13%	\$30,119.10
Prime Participation	76.87%	\$100,105.08
Total Invoiced to Date		\$130,224.18

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

Hazen & Sawyer successfully completed their task order and had 0 percent MBE participation due to the services of the MBE subconsultant were no longer needed because their work had been performed by LASAN staff.

6. Black & Veatch Corporation (C-124323)

Black & Veatch Corporation submitted proposals for seven task orders and was awarded three.

TOS SN-59: N-Nitrosodimethylamine (NDMA) Precursor Control Strategies for Direct Potable Reuse

For the NTP for this TOS executed June 10, 2016 with a contract amount of \$140,000 including a \$20,000 Contingency, Black & Veatch pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 41.67 percent OBE. As of December 19, 2018, the total achieved participation levels for this contract were 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 34.81 percent OBE.

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As of December 19, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Stanford University*	-	OBE	34.81%	\$45,000.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			34.81%	\$45,000.00
Total Subconsultant Participation			34.81%	\$45,000.00
Prime Participation			65.19%	\$84,284.00
Total Invoiced to Date				\$129,284.00

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

This TOS is still active and will continue following Board adoption of this renewal option.

TOS SN-77: Donald C. Tillman Water Reclamation Plant Storage Tank Automation: Real Time Decision Support System (RT-DSS)

For the NTP for this TOS executed May 30, 2017 with a contract amount of \$145,000, Black & Veatch pledged participation levels of 0 percent MBE, 4.08 percent WBE, 4.08 percent SBE, 4.08 percent EBE, 0 percent DVBE, and 62.04 percent OBE. This contract was completed with the total achieved participation levels of 0 percent MBE, 4.08 percent WBE, 4.08 percent SBE, 4.08 percent EBE, 0 percent DVBE and 61.35 percent OBE.

Per the Final Subcontracting Report dated January 29, 2019, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting, Inc.*	F/C	WBE/SBE/EBE	4.08%	\$5,920.00
EmNet LLC*	N/A	OBE	61.35%	\$88,959.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			4.08%	\$5,920.00
Total SBE Participation			4.08%	\$5,920.00
Total EBE Participation			4.08%	\$5,920.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			61.35%	\$88,959.00
Total Subconsultant Participation			65.43%	\$94,879.00
Prime Participation			34.57%	\$50,119.00
Total Invoiced to Date				\$144,998.00

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

Black & Veatch fell short of its pledged OBE participation because EmNet LLC was able to complete the assigned work under budget.

TOS SN-80: Sewer Force Main Inspection Pilot Study

For the NTP for this TOS executed November 15, 2017 with a contract amount of \$65,000, Black & Veatch pledged participation levels of 0 percent MBE, 5.38 percent WBE, 5.38 percent SBE, 5.38 percent EBE, 0 percent DVBE, and 73.08 percent OBE. This contract was completed with the total achieved participation levels of 0 percent MBE, 5.38 percent WBE, 5.38 percent SBE, 5.38 percent EBE, 0 percent DVBE and 73.08 percent OBE.

Per the Final Subcontracting Report dated August 15, 2018, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting, Inc.	F/C	WBE/SBE/EBE	5.38%	\$3,500.00
Pure Technologies U.S., Inc.*	-	OBE	73.08%	\$47,500.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			5.38%	\$3,500.00
Total SBE Participation			5.38%	\$3,500.00
Total EBE Participation			5.38%	\$3,500.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			73.08%	\$47,500.00
Total Subconsultant Participation			78.46%	\$51,000.00
Prime Participation			21.54%	\$14,000.00
Total Invoiced to Date				\$65,000.00

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

7. Carollo (C-124324)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

Carollo submitted proposals for eleven task orders and was awarded five.

TOS SN-14: Support City's Brownfields Program

This TOS was awarded with pledged participation levels of 1.71 percent MBE, 16.26 percent WBE, 70.81 percent SBE, 74.31 percent EBE, 0 percent DVBE, and 0 percent OBE. The TOS was amended on December 8, 2015 to increase the cost ceiling and extend the term of the

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agreement. There were no changes to the subconsultant utilization. On May 2, 2017 the Board adopted Amendment No. 2 to extend the term of the agreement. There were no changes made to the subconsultant utilization. Per the final subcontracting report dated April 14, 2017, Carollo Engineers, Inc. achieved 8.63 percent MBE, 2.57 percent WBE, 74.18 percent SBE, 2.93 percent EBE, 0 percent DVBE and 0 percent OBE.

Per the final subcontracting report dated March 14, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Advanced Technology Laboratories	M/HA	MBE	8.63%	\$12,142.22
H&P Mobile Geochemistry	F/C	WBE/SBE/EBE	2.57%	\$3,615.00
E2 ManageTech, Inc.	-	SBE	71.24%	\$100,263.40
Southwest Geophysics, Inc	-	SBE/EBE	0.36%	\$510.00
Total MBE Participation			8.63%	\$12,142.22
Total WBE Participation			2.57%	\$3,615.00
Total SBE Participation			74.18%	\$104,388.40
Total EBE Participation			2.93%	\$4,125.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total Subconsultant Participation	82.80%	\$116,530.62
Prime Participation	17.20%	\$24,200.38
Total Invoiced to Date		\$140,731.00

TOS SN-17: One Water LA Plan Phase II

This TOS was awarded with pledged participation levels of 0.09 percent MBE, 7.75 percent WBE, 11.58 percent SBE, 11.58 percent EBE, 0 percent DVBE, and 53.77 percent OBE. On January 2, 2017, the Board adopted Amendment No. 1 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 1, Carollo pledged 0.29 percent MBE, 8.15 percent WBE, 10.57 percent SBE, 10.57 percent EBE, 0 percent DVBE, and 36.86 percent OBE. Per the final subcontracting report dated August 7, 2017, Carollo achieved 0.31 percent MBE, 8.60 percent WBE, 8.22 percent SBE, 1.33 percent EBE, 0 percent DVBE, and 33.54 percent OBE.

Per the final subcontracting report dated August 7, 2017, the achieved subconsultant participation levels were as follows

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Cynthia Ruiz	F/NA	MBE	0.03%	\$2,000.00
Cordoba*	M/HA	MBE	0.28%	\$18,710.00
M2 Resources	F/C	WBE	0.77%	\$119,890.00
The Morcos Group*	F/C	WBE/SBE/EBE	0.50%	\$23,720.00
Katz and Associates	F/C	WBE/SBE	6.48%	\$439,298.93

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Larry Walker Associates	-	SBE	0.41%	\$28,000.00
Dake/Luna	-	SBE/EBE	0.22%	\$14,787.50
Paul Brown	-	SBE/EBE	0.01%	\$870.00
SEITec	-	SBE/EBE	0.44%	\$30,000.00
SGA	-	SBE/EBE	0.31%	\$21,000.00
Arcadis	-	OBE	0.11%	\$7,770.00
Feher & Peers	-	OBE	0.03%	\$2,000.00
Geosyntec	-	OBE	10.10%	\$684,910.00
Jack Baylis	-	OBE	0.11%	\$7,350.00
CDM Smith	-	OBE	7.58%	\$514,022.00
MWH	-	OBE	9.01%	\$610,940.22
Parsons	-	OBE	0.00%	\$0.00
CH2M Hill	-	OBE	4.37%	\$296,000.00
Tetra Tech	-	OBE	0.86%	\$58,160.00
John Robinson	-	OBE	0.02%	\$1,200.00
Kris Helm	-	OBE	0.47%	\$31,600.00
Paradigm	-	OBE	0.44%	\$30,000.00
NEA	-	OBE	0.44%	\$30,000.00
Total MBE Participation			0.31%	\$20,710.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total WBE Participation	8.60%	\$582,908.93
Total SBE Participation	8.22%	\$557,676.43
Total EBE Participation	1.33%	\$90,377.50
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	33.54%	\$2,273,952.22
Total Subconsultant Participation	43.83%	\$2,972,228.65
Prime Participation	56.17%	\$3,808,563.20
Total Invoiced to Date		\$6,780,791.85

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-39: Proposition O Projects Optimization

This TOS was awarded with pledged participation levels of 21.60 percent MBE, 0 percent WBE, 21.59 percent SBE, 21.59 percent EBE, 0 percent DVBE, and 53.24 percent OBE. On September 30, 2015, the Board adopted Amendment No. 1 to this TOS to decrease the cost ceiling and extend the term of the agreement. For Amendment No. 1, Carollo pledged 21.60 percent MBE, 0 percent WBE, 21.60 percent SBE, 21.60 percent EBE, 0 percent DVBE, and 53.12 percent OBE. On December 27, 2016, the Board adopted Amendment No. 2 to this TOS to increase the cost ceiling and extend the term of the agreement. For Amendment No. 2, Carollo pledged 21.60 percent MBE, 0 percent WBE, 21.60 percent SBE, 21.60 percent EBE, 0 percent DVBE, and 53.12 percent OBE. Per the final subcontracting report dated May 9, 2017, Carollo achieved 18.67 percent MBE, 0 percent WBE, 18.67 percent SBE, 18.67 percent EBE, 0 percent DVBE, and 37.79 percent OBE.

Per the final subcontracting report dated August 7, 2017, the achieved subconsultant participation levels were as follows

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
California Watershed Engineering (CWE)	M/SAA	MBE/SBE/EBE	18.67%	\$142,369.00
MARRS Services*	F/APA	WBE	0.00%	\$0.00
Gullywasher LLC*	-	OBE	0.26%	\$1,950.00
Pond Company	-	OBE	24.73%	\$188,588.00
Geosyntec	-	OBE	6.52%	\$49,726.00
CH2M Hill	-	OBE	6.28%	\$47,905.00
Psomas	-	OBE	0.00%	\$0.00
Total MBE Participation			18.67%	\$142,369.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			18.67%	\$142,369.00
Total EBE Participation			18.67%	\$142,369.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			37.79%	\$288,169.00
Total Subconsultant Participation			56.46%	\$430,538.00
Prime Participation			43.54%	\$331,949.24
Total Invoiced to Date				\$762,487.24

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

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TOS SN-53: Program Management Support Services

This TOS was awarded with pledged participation levels of 16 percent MBE, 1 percent WBE, 1.8 percent SBE, 1.6 percent EBE, 0 percent DVBE, and 60.76 percent OBE. On June 15, 2017, the Board adopted Amendment No. 1 to this TOS to decrease the cost ceiling and extend the term of the agreement. For Amendment No. 1, Carollo pledged 16.30 percent MBE, 5.6 percent WBE, 5.9 percent SBE, 4.2 percent EBE, 0 percent DVBE, and 46 percent OBE. Per the final subcontracting report dated April 21, 2017, Carollo achieved 8.40 percent MBE, 0 percent WBE, 4.96 percent SBE, 0 percent EBE, 0 percent DVBE, and 32.55 percent OBE.

Per the final subcontracting report dated April 21, 2017, the achieved subconsultant participation levels were as follows

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
SHA Analytics LLC	F/C	MBE	8.40%	\$130,145.40
Getter Engineering dba Project Line Technical Services	-	MBE/WBE/SBE	1.64%	\$25,351.87
EW Consulting, Inc	F/C	WBE/SBE/ EBE	0.00%	\$0.00
JR Miller & Associates	-	SBE	3.32%	\$51,467.50
Larry Walker & Associates	-	SBE	0.00%	\$0.00
Campos Communication	-	SBE	0.00%	\$0.00

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
S. Groner & Associates	-	SBE/EBE	0.00%	\$0.00
SEITec	-	SBE/EBE	0.00%	\$0.00
Paradigm	-	SBE/EBE	0.00%	\$0.00
Cordoba Corporation	-	OBE	10.99%	\$170,337.50
Capital Project Strategies	-	OBE	1.69%	\$ 26,164.89
CDM	-	OBE	0.00%	\$0.00
CH2M Hill	-	OBE	19.86%	\$307,770.44
MWH	-	OBE	25.48%	\$ 394,812.34
Envourage Capital	-	OBE	0.00%	\$0.00
VCS	-	OBE	0.00%	\$0.00
Total MBE Participation			8.40%	\$130,145.40
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			4.96%	\$76,819.37
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			32.55%	\$504,272.83
Total Subconsultant Participation				\$1,106,049.94
Prime Participation				\$443,264.98

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Subconsultants	(\$) Amount Invoiced to Date
Total Invoiced to Date	\$1,549,314.92

TOS SN-68: Development of the San Fernando Valley Green Street Evaluation

This TOS was awarded with pledged participation levels of 17.86 percent MBE, 3.84 percent WBE, 21.85 percent SBE, 20.13 percent EBE, 0 percent DVBE, and 0.66 percent OBE. Per the final subcontracting report dated September 18, 2018, Carollo achieved 16.55 percent MBE, 8.92 percent WBE, 26.75 percent SBE, 26.75 percent EBE, 0 percent DVBE, and 3.08 percent OBE.

Per the final subcontracting report dated September 18, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Ninyo & Moore	M/HA	MBE	0.00%	\$0.00
Coast Surveying	M/HA	MBE/SBE/EBE	15.43%	\$68,982.50
La Loma Development	M/HA	MBE/SBE/EBE	1.12%	\$5,000.00
Pamela Burton & Company	F/C	WBE/SBE/EBE	8.92%	\$39,877.50
Atlas Environmental	-	SBE	1.63%	\$7,287.50
S. Groner Associates	-	SBE/EBE	1.28%	\$5,710.00
Pacoima Beautiful	-	OBE	3.08%	\$13,750.26

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Torrent Resources	-	OBE	0.00%	\$0.00
Total MBE Participation			16.55%	\$73,982.50
Total WBE Participation			8.92%	\$39,877.50
Total SBE Participation			26.75%	\$119,570.00
Total EBE Participation			26.75%	\$119,570.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			3.08%	\$13,750.26
Total Subconsultant Participation			31.46%	\$140,607.76
Prime Participation			68.54%	\$306,331.46
Total Invoiced to Date				\$446,939.22

On May 16, 2019, Board approved the Carollo Engineers, Inc.'s request to be released from obligation for this TOS, including Tasks 3-6. Carollo agreed not to seek payment for rendered services after August 31, 2018.

8. Atkins North America, Inc. (Atkins) (C-124325)

Atkins submitted a proposal for two task orders and was awarded one.

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Subconsultant	Gender/ Ethnicity	MBE/WBE/ SBE/EBE/ DVBE/OBE	PLEDGED	
			% of Task Order	Task Order (\$) Amount
Hazen & Sawyer	-	OBE	59.3%	\$68,595
Total Subconsultant Amount			59.3%	\$68,595
Prime Participation			40.7%	\$47,139
Total Task Order Amount			100.0%	\$115,734
MBE			0.0%	\$0.00
WBE			0.00%	\$0.00
SBE			0.00%	\$0.00
EBE			0.00%	\$0.00
DVBE			0.00%	\$0.00
OBE			59.3%	\$68,595

9. AKM Consulting Engineers, Inc. (AKM) (C-124328)

AKM submitted a proposal in response to one task order solicitation, but they were not awarded the task order due to not meeting the scope of services required. Therefore, subconsultant participation levels are not included. AKM participated as a subconsultant under other contracts.

10. URS (C-124329)

URS has not participated in any task order. Therefore, subconsultant participation levels are not included. Since URS have been a wholly-owned subsidiary of AECOM and never participated in any task order, LASAN will not renew their contract.

11. TRC Solutions, Inc. (TRC) (C124330)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

TRC submitted proposals for 23 task orders and was awarded five.

TOS SN-9: Wastewater Collection Flow Gauging Service II

The NTP for this TOS was executed on January 20, 2015 with pledged participation levels of 0 percent MBE, 2 percent WBE, 2 percent SBE, 2 percent EBE, 0 percent DVBE, and 77.00 percent OBE. On April 24, 2019, the Board adopted Amendment No. 1 to this TOS to increase the cost ceiling from \$150,000 to \$625,000. For Amendment No. 1, TRC pledged 0 percent MBE, 2 percent WBE, 2 percent SBE, 2 percent EBE, 0 percent DVBE, and 77 percent OBE. Subsequently on August 18, 2016, the TOS was amended a second time (Amendment No. 2) to expand the scope of services, without changing the term or cost ceiling. For Amendment No. 2, there were no changes in subconsultant utilization. Per the final subconsulting report dated, December 18, 2017, TRC achieved 0 percent MBE, 2.79 percent WBE, 2.79 percent SBE, 2.79 percent EBE, 0 percent DVBE, and 84.65 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated December 18, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Target 1 Instruments*	F/APA	WBE/SBE/EBE	2.78%	\$11,550.00
ADS Environmental Services*	-	OBE	52.72%	\$218,380.46
E2 Consulting Engineers, Inc.*	-	OBE	10.34%	\$42,850.00
Hach Company*	-	OBE	21.59%	\$89,447.90
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			2.79%	\$11,550.00
Total SBE Participation			2.79%	\$11,550.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total EBE Participation	2.79%	\$11,550.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	84.65%	\$350,678.36
Total Subconsultant Participation	87.44%	\$362,228.36
Prime Participation	12.56%	\$52,028.82
Total Invoiced to Date		\$414,257.18

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

Please note that Flow Works was added through an MSO dated February 19, 2016 but never utilized.

Subcontractors Target 1 Instruments, LLC, Hach Company, and E2 Consulting Engineers, Inc. were utilized for less than original pledged in this TOS. Under this TOS, these subconsultants were assigned to provide data delivery services until a personal services contract with Hach for such services could be executed. Since the execution of the contract in June 2015, services provided by these subconsultants were no longer needed.

TOS SN-23: Environmental Monitoring Support Services

The NTP for this TOS was executed on June 30, 2015 with pledged participation levels of 11.87 percent MBE, 10.84 percent WBE, 21.39 percent SBE, 18.62 percent EBE, 0 percent DVBE, and 51.29 percent OBE. Per the latest subconsultant report dated February 27, 2019, TRC achieved 9.07 percent MBE, 9.31 percent WBE, 17.72 percent SBE, 16.66 percent EBE, 0 percent DVBE, and 48.60 percent OBE. This TOS is still active and will continue following Board adoption of the renewal option.

Per the final subconsultant report dated December 18, 2017, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Super Delivery Service, Inc.*	M/HA	MBE/SBE/EBE	1.53%	\$38,900.00
Weck Laboratories, Inc.*	M/HA	MBE	7.54%	\$192,203.00
Weck Laboratories, Inc.*	-	SBE/EBE	5.94%	\$151,230.00
BC Laboratories*	F/C	WBE	0.00%	\$0.00
Dancing Coyote Environmental*	F/C	WBE	8.83%	\$225,066.72
EMS Laboratories, Inc.*	-	SBE/EBE	0.19%	\$4,845.00
EMS Laboratories, Inc.*	-	WBE	0.48%	\$12,285.00
Aquatic Bioassay & Consulting Laboratories*	-	SBE/EBE	0.83%	\$21,120.00
Aquatic Bioassay & Consulting Laboratories*	-	OBE	0.69%	\$17,600.00
EMAX Laboratories, Inc.*	-	SBE	1.06%	\$26,960.00
EMAX Laboratories, Inc.*	-	OBE	1.21%	\$30,880.00
Fruit Growers Laboratory* (FGL)	-	SBE/EBE	0.00%	\$0.00
Physis Environmental Laboratories, Inc.*	-	SBE/EBE	0.00%	\$0.00
Vista Analytical Laboratory, Inc.*	-	SBE/EBE	8.18%	\$208,395.00

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Vista Analytical Laboratory, Inc.*	-	OBE	8.86%	\$225,690.00
ALS Group USA, Corp.*	-	OBE	1.36%	\$34,628.23
AQUA-Science*	-	OBE	0.00%	\$0.00
Eurofins Eaton Analytical, Inc.*	-	OBE	25.24%	\$643,082.50
Test America*	-	OBE	12.96%	\$330,326.00
Viergever & Associates*	-	OBE	18.00%	\$4,675.00
Total MBE Participation			9.07%	\$231,103.00
Total WBE Participation			9.31%	\$237,351.72
Total SBE Participation			17.72%	\$451,450.00
Total EBE Participation			16.66%	\$424,490.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			48.60%	\$1,238,401.73
Total Subconsultant Participation			85.08%	\$2,167,886.45
Prime Participation			14.92%	\$380,174.58
Total Invoiced to Date				\$2,548,061.03

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

AQUA-Science, BC Laboratories, Fruit Growers Laboratory and Physis Environmental Laboratories, Inc. were added through an MSO to provide back-up lab analytical services and have not been utilized to date.

TOS SN-25: Brownfields Program Assistance

The NTP for this TOS was executed on July 23, 2015 with pledged participation levels of 65.50 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. On March 8, 2016, the TOS was amended (Amendment No. 1) to increase the cost ceiling from \$40,000 to \$61,800. For Amendment No. 1, TRC pledged 77.35 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Subsequently on August 11, 2016, the TOS was amended a second time (Amendment No. 2) to extend the contract term from August 30, 2016 to August 30, 2018 and increase the contract amount by \$38,200. For Amendment No. 2, TRC pledged 80 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated, July 27, 2018, TRC achieved 83.80 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated, July 27, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Ninyo & Moore	M/HA	MBE	83.80%	\$81,553.15
Total MBE Participation			83.80%	\$81,553.15
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			83.80%	\$81,553.15
Prime Participation			16.20%	\$15,763.29
Total Invoiced to Date				\$97,316.44

TOS SN-32: Technical Support Services for Catch Basin (CB) Phase IV for City of Los Angeles' Total Maximum Daily Loads (TMDLS) - Machado Lake Trash TMDL

The NTP for this TOS was executed on March 29, 2016 with pledged participation levels of 80.50 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated, January 30, 2017, TRC achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. This TOS is no longer active.

Per the final subcontracting report dated January 30, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
G2 Construction*	M/HA	MBE	76.84%	\$227,125.00
Total MBE Participation			76.84%	\$227,125.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			76.84%	\$227,125.00
Prime Participation			23.16%	\$68,460.65
Total Invoiced to Date				\$295,585.65

*This new subconsultant was added following the proper performance of a MSO; however, the MSO was not processed for approval by LASAN's Centralized Contract Unit (CCU) because it was submitted after the Board approved the TOS. However, if G2 had not performed the work, the City would have faced serious financial liability and fines for failure to meet regulatory requirements. Therefore, G2 was added without the MSO approval. All required work from this Task Order was completed successfully by June 2016.

TOS SN-56: Phase II Environmental Site Assessment for Wilmington Industrial Park Block 27

The NTP for this TOS was executed April 13, 2016 with pledged participation levels of 83.05 percent MBE, 0 percent WBE, 34.70 percent SBE, 0 percent EBE, 0 percent DVBE, and 6.12 percent OBE. The TOS was amended (Amendment No. 1) on July 20, 2016 to increase the contract amount by \$7,038.64 with the contract amount not to exceed \$75,707.18. For Amendment No. 1, TRC pledged 75.33 percent MBE, 0 percent WBE, 31.47 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. The TOS was amended a second time (Amendment No. 2) on November 28, 2016 to increase the contract amount to \$94,855.77 and extend the project term from October 31, 2016 to November 28, 2016. For Amendment No. 2, TRC pledged 74.92 percent MBE, 0 percent WBE, 25.12 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the latest subconsultant utilization report dated June 27, 2017, TRC achieved 80.25 percent MBE, 0 percent WBE, 28.94 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. This TOS is no longer active.

Per the latest subconsultant utilization report dated June 27, 2017, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Environmental Treatment & Technology, Inc. dba Advanced Technology Laboratories	M/HA	MBE/SBE	28.30%	\$26,839.79
Global Probe, Inc.*	M/HA	MBE	9.91%	\$9,404.50
Ninyo & Moore	M/HA	MBE	42.04%	\$39,879.78
B & D Construction Company, Inc.	-	SBE	0.65%	\$614.62
Total MBE Participation			80.25%	\$76,124.07
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			28.94%	\$27,454.41

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	0.00%	\$0.00
Total Subconsultant Participation	80.90%	\$76,738.69
Prime Participation	19.10%	\$18,117.08
Total Invoiced to Date		\$94,855.77

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

12. Tetra Tech, Inc. (C-124331)

Tetra Tech, Inc. submitted proposals for twenty-three task orders and was awarded fourteen.

TOSes pending Bureau of Contract Administration verification are: SN-61, SN-62, SN-63, SN-67, SN-85, SN-89A, SN-9, SN-93 and SN-96.

TOS SN-1: Phase I Environmental Assessments for the City of LA's Brownfield Program

The NTP for this TOS was executed on January 5, 2015 with a contract amount of \$107,908.63. There were 0 percentages for sub-consultant utilization for this TOS and subsequent amendments. On February 26, 2015, Amendment No. 1 was approved to increase the budget of \$2,000 for additional tasks identified in the scope of work. On April 23, 2015, the TOS was amended a second time (Amendment No. 2) for additional time to complete the project. For Amendment No. 3, which was executed on June 16, 2015 was for a budget increase of \$5091.57 for an additional site identified to be assessed. Finally, Amendment No. 4 was executed on November 5, 2014 to extend the TOS for one more year with the final budget of \$115,000 to remain the same. This TOS is no longer active.

No subconsultants were utilized under this TOS. This TOS was completed in 2015.

TOS SN-2A: Sewer Planning and Technical Support

The TOS was executed on November 21, 2014 with a contract amount of \$1.3 million with pledged participation levels of 0 percent MBE, 0 percent WBE, 25 percent SBE, 0 percent EBE, 0 percent DVBE, and 43 percent OBE. On December 19, 2016, the Board approved Amendment No.1 to increase the cost ceiling to \$2.6 million and to extend the project for two additional years for more work, including evaluation and recommendations for the City's aging sewer infrastructure, and other as-needed planning and technical support with pledged participation levels of 51.17 percent MBE, 0 percent WBE, 24 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. This TOS is still active.

Per the final subcontracting report dated December 28, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EPCM-RMC*	M/HA	MBE	44.34%	\$1,066,103
AKM Consulting Engrs. Inc.*	M/NA	MBE	18.50%	\$444,773
EW Consulting**	F/C	WBE/SBE/EBE	1.04%	\$24,983
Freeth Moroz**	F/C	WBE/SBE/EBE	0.40%	\$9,726
AKM Consulting Engrs. Inc.	M/NA	SBE	0.31%	\$7,536
Total MBE Participation			62.83%	\$1,510,876
Total WBE Participation			1.44%	\$34,709
Total SBE Participation			1.20%	\$42,245
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total OBE Participation	0.00%	\$0.00
Total Subconsultant Participation	64.59%	\$1,553,121
Prime Participation	35.34%	\$85,1442
Total Invoiced to Date		\$2,404,563

* EPCM-RMC became certified as an MBE on January 15, 2015; AKM became certified as an MBE on October 16, 2016.

** These subconsultants were added without a proper MSO.

TOS SN-5: GIS Support for Implementation of Routing Program

The Board approved this TOS on February 13, 2015 for \$1,813,320 with pledged participation levels of 86.16 percent MBE, 6.77 percent WBE, 34.49 percent SBE, 34.49 percent EBE, and 0 percent DVBE, and 0 percent OBE. The Board also approved Amendment No. 1 on 2/24/15 to increase the budget to \$3,899,556 for additional staffing to assist with reducing residential call wait times in the Customer Care Division. The pledged participation levels were 34.85 percent MBE, 46.75 percent WBE, 57.95 percent SBE, 57.95 percent EBE, and 0 percent DVBE, and 0 percent OBE. Finally, the Board once again approved Amendment No. 2 on October 23, 2017 to extend the term and increase the budget t \$5,559,718 including 15% contingency for temporary staff augmentation to support the GIS section in the Solid Resources Support Division. The contingency amount is based on actual hours worked and 5% subcontractor mark up. This amendment had a pledged participation levels of 44.45 percent MBE, 45.13 percent WBE, 58.95 percent SBE, 58.95 percent EBE, and 0 percent DVBE, and 0 percent OBE. This is an active TOS.

The final achieved subconsulting participation levels are as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EPCM-RMS	M/HA	MBE	30.77%	\$1,538,781.00
Project Partners	M/APA	MBE/SBE/EBE	12.74%	\$637,268.00
The Morcos Group	F/C	WBE/SBE/EBE	49.33%	\$2,466,755.00
Total MBE Participation			43.51%	\$2,176,049.00
Total WBE Participation			49.33%	\$2,466,755.00
Total SBE Participation			62.07%	\$3,104,023.00
Total EBE Participation			62.07%	\$3,104,023.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			83.51%	\$4,642,804.00
Prime Participation			7.16%	\$358,197.00
Total Invoiced to Date				\$5,001,001

TOS SN-7: Environmental Assessment and Baseline Study for DCTWRP Lease Renewal

This TOS was executed on February 25, 2015 for preparation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance documents and supporting studies for the modifications to the levee/dike surrounding DCTWRP with a pledged anticipated participation of 0 percent MBE, 8.78 percent WBE, 8.87 percent SBE, 8.87 percent EBE, and 0 percent DVBE, and 0 percent OBE. There are a total of 4 subsequent amendments to the TOS in this renewal option.

The Board also approved Amendment No. 1 on April 26, 2017 to increase the budget and extend the terms to fund three additional items of work required by the U.S. Army Corp of Engineers (USACE) with a pledged participation levels of 0 percent MBE, 5.97 percent WBE, 5.97 percent SBE, 5.97 percent EBE, and 0 percent DVBE, and 0 percent OBE. Amendment

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No. 2 on December 11, 2017 was used to increase the budget to provide greater depth of information associated with NEPA EA/CEQA and cultural resources documentation with a pledged participation levels of 0 percent MBE, 7.48 percent WBE, 7.48 percent SBE, 7.48 percent EBE, and 0 percent DVBE, and 0 percent OBE. Also, Amendment No. 3 on 3/8/18 was needed to extend the contract duration with a pledged participation levels of 0 percent MBE, 4.93 percent WBE, 4.93 percent SBE, 4.93 percent EBE, and 0 percent DVBE, and 0 percent OBE. Finally, Amendment No. 4 on 9/20/18 was for increasing the budget to address additional technical studies with a pledged participation levels of 0 percent MBE, 7.44 percent WBE, 7.44 percent SBE, 7.44 percent EBE, and 0 percent DVBE, and 0 percent OBE. This TOS is ongoing.

Per the final subcontracting report showed September 28, 2018 the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ArcheoPaleo Resources Management	F/C	WBE/SBE/EBE	7.71%	\$18,516
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			7.71%	\$18,516
Total SBE Participation			7.71%	\$18,516
Total EBE Participation			7.71%	\$18,516
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			7.71%	\$18,518
Prime Participation			92.29%	\$230,585
Total Invoiced to Date				\$240,163

TOS SN-11: Environmental Assessment and Baseline Study for DCTWRP Lease Renewal

This TOS was executed on March 9, 2015 for developing master project plan and technical requirements, transition activities and software selection associated with the Franchise Information System (FIS) implementation and integration with a pledged anticipated participation of 26.53 percent MBE, 0 percent WBE, 26.53 percent SBE, 26.53 percent EBE, and 0 percent DVBE, and 18.25 percent OBE.

The Board approved Amendment No. 1 for execution on November 30, 2015 to increase the budget and extend the terms for additional work including implementing, configuring, integration and testing of the FIS with a pledged participation levels of 50 percent MBE, 0 percent WBE, 25 percent SBE, 25 percent EBE, and 0 percent DVBE, and 0 percent OBE.

The Board also approved Amendment No. 2 to proceed on February 11, 2019 to extend the term of engagement and increased the budget for finishing the project that supports the information technology requirements of the LASAN'S RecyclA with a pledged participation levels of 67.68 percent MBE, 0 percent WBE, 15.88 percent SBE, 15.88 percent EBE, and 0 percent DVBE, and 0 percent OBE.

Per the final subcontracting report on December 16, 2016 the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/S BE/ EBE/DVBE/O BE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Innovative Logics, LLC.*	M/AA	MBE	21.78%	\$762,439.00
Innovative Logics, LLC.	-	OBE	1.16%	\$40,659.00
3Di, Inc.	M/SAA	SBE	3.68%	\$128,803.00
Total MBE Participation			26.63%	\$762,439.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			3.68%	\$128,803.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	1.16%	\$40,659.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation	26.63%	\$931,901.00
Prime Participation	73.37%	\$2,568,099.00
Total Invoiced to Date		\$3,500,000.00

*Received MBE Certification July, 2015

TOS-SN-43: Pilot-To-Scale Stormwater Capture Initiative

This TOS was awarded by the Board for execution on October 1, 2015 with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 57.12 percent OBE. This TOS is no longer active.

The final subcontracting report on December 16, 2016 showed the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Tree People	-	OBE	33.62%	\$206,467.00
OptiRTC	-	OBE	3.07%	\$22,747.00
Urban Water Group	-	OBE	19.80%	\$121,585.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00

Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	57.12%	\$350,799.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation	57.12%	\$350,799.00
Prime Participation	42.88%	\$263,315.00
Total Invoiced to Date		\$614,124.00

13. MARRs Services, Inc. (C-124332)

MARRs submitted proposals for fifteen task orders but they were not awarded any because they did not meet the scope of work described in the task orders. Therefore, subconsultant participation levels are not included. However, MARRs participated as a subconsultant under the other contracts.

14. ARCADIS U.S. Inc. (C-124333)

ARCADIS submitted proposals for fifteen task orders and was awarded ten.

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

TOS SN-8: East West Valley Interceptor Sewer Planning Study

This TOS was awarded with pledged participation levels of 0 percent MBE, 4.40 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated May 11, 2016, ARCADIS achieved 0 percent MBE, 2.01 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

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As of May 11, 2016, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE /EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Integrated Engineering Management	F/C	WBE	2.01%	\$3,000.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			2.01%	\$3,000.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Subtotal Subconsultant Participation			2.01%	\$3,000.00
Prime Participation			97.99%	\$146,500.00
Total Invoiced Amount				\$149,500.00

TOS SN-16: North District Wastewater Maintenance Yard Relocation

This TOS was awarded with pledged participation levels of 0 percent MBE, 8.23 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated January 6, 2016, ARCADIS achieved 0 percent MBE, 8.23 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

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As of January 6, 2016, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE /EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Integrated Engineering Management	F/C	WBE	8.23%	\$6,580.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			8.23%	\$6,580.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Subtotal Subconsultant Participation			8.23%	\$6,580.00
Prime Participation			91.78%	\$73,420.00
Total Invoiced Amount				\$80,000.00

TOS SN-20: Westinghouse Distributed Process Family (WDPF) Systems Support at Hyperion Water Reclamation Plant (HWRP)

This TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 95 percent OBE. Per the subcontracting report dated December 12, 2018, ARCADIS achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 70.65 percent OBE. The TOS is still active.

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As of December 12, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/ SBE/EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
DST Controls	-	OBE	1.20%	\$3,374.17
Emerson Process Management	-	OBE	59.41%	\$166,441.11
Ready Technologies	-	OBE	10.03%	\$28,100.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			70.65%	\$197,915.28
Subtotal Subconsultant Participation			70.65%	\$197,915.28
Prime Participation			29.35%	\$82,227.56
Total Invoiced Amount				\$280,142.84

TOS SN-29: Development of the Clean Water Campus Building

This TOS was awarded with pledged participation levels of 9.66 percent MBE, 0 percent WBE, 9.66 percent SBE, 9.66 percent EBE, 0 percent DVBE, and 30.51 percent OBE. On January 6, 2016, the TOS was amended (Amendment No. 1) to increase the contract cost from \$295,000 to \$305,800 without changing the subcontractor utilization. On November 9, 2016, the TOS was amended (Amendment No. 2) to increase the contract cost from \$305,800 to \$382,464.70, to fund a geotechnical study. On, November 14, 2016, the TOS was amended (Amendment No. 3) to increase the contract cost from \$467,064.70 to fund the feasibility study for parking options.

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On November 15, 2016, the TOS was amended (Amendment No. 4) to increase the contract cost to \$795,891.73 to fund the CEQU Initial Study. With Amendment Nos. 2-4, Arcadis pledged 9.17 percent MBE, 4.81 percent WBE, 6.13 percent SBE, 4.81 percent EBE, 0 percent DVBE, and 11.31 percent OBE. On January 3, 2019, this TOS was amended (Amendment No. 5) to increase the contract cost to \$829,500 with pledge participation levels of 11.96 percent MBE, 6.96 percent WBE, 11.11 percent SBE, 9.84 percent EBE, 0 percent DVBE, and 20.19 percent OBE. Per the subcontracting report dated January 9, 2019, ARCADIS achieved 14.88 percent MBE, 6.5 percent WBE, 11.67 percent SBE, 10.07 percent EBE, 0 percent DVBE and 24.58 percent OBE. This TOS is still active.

As of January 9, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
InterPhase Environmental, Inc.	F/C	MBE/SBE/EBE	3.66%	\$24,021.00
Kennard Design Group	F/AA	MBE/SBE/EBE	2.50%	\$16,380.00
Ninyo & Moore	M/HA	MBE	11.22%	\$73,669.24
Belshire Environmental Services, Inc	F/C	WBE	0.09%	\$605.00
Paleo Solutions	F/C	WBE/SBE/EBE	1.49%	\$9,794.00
Performance Analytical Laboratories, Inc.	F/C	WBE/SBE/EBE	2.42%	\$15,871.00
KOA Corporation	-	SBE	1.60%	\$10,500.00
Los Angeles River Revitalization Corp.	-	OBE	4.39%	\$28,800.00
Project Finance Advisory Ltd	-	OBE	20.19%	\$132,500.00
Principia Group LLC	-	OBE	0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total MBE Participation	14.88%	\$97,690.24
Total WBE Participation	6.50%	\$42,650.00
Total SBE Participation	11.67%	\$76,566.00
Total EBE Participation	10.07%	\$66,066.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	24.58%	\$161,300.00
Subtotal Subconsultant Participation	32.68%	\$214,450.00
Prime Participation	67.32%	\$441,859.72
Total Invoiced Amount		\$656,309.72

TOS SN-30: Construction Management Consulting Services for CLARTS Stormwater and Safety Improvements Project

This TOS was awarded with pledged participation levels of 1.56 percent MBE, 3.18 percent WBE, 11.51 percent SBE, 11.51 percent EBE, 0 percent DVBE, and 15.02 percent OBE. On March 20, 2017, the TOS was amended (Amendment No. 1) to increase the contract cost from \$572,316.15 to \$657,000 without changing the subcontractor utilization. Per the subcontracting report dated March 7, 2019, ARCADIS achieved 6.57 percent MBE, 1.90 percent WBE, 1.900 percent SBE, 1.90 percent EBE, 0 percent DVBE and 15.21 percent OBE. This TOS is still active.

As of March 7, 2019, the achieved subconsultant participation levels are as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E2020 Technology, Inc.	M/APA	MBE	1.59%	\$16,000.00
Ninyo & Moore	M/HA	MBE	4.98%	\$50,064.00
D R Consultants & Designers, Inc.	F/HA	WBE/SBE/EBE	0.08%	\$775.00
ProjectLine Technical Services, Inc.	F/APA	WBE/SBE/EBE	1.83%	\$18,349.00
Clements Environmental Corp	-	SBE/EBE	0.00%	\$00.00
Guida Surveying	-	SBE/EBE	0.00%	\$0.00
JR Miller and Associates	-	OBE	1.70%	\$17,064.00
Seitec	-	OBE	3.98%	\$40,000.00
Tetra Tech, Inc.	--	OBE	9.54%	\$95,856.00
Silver Lab Studios	--	OBE	0.00%	\$0.00
Total MBE Participation			6.57%	\$66,064.00
Total WBE Participation			1.90%	\$19,124.00
Total SBE Participation			1.90%	\$19,124.00
Total EBE Participation			1.90%	\$19,124.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			15.21%	\$152,920.00
Subtotal Subconsultant Participation			23.69%	\$238,108.00
Prime Participation			76.31%	\$766,983.30
Total Invoiced Amount				\$1,005,091.30

TOS SN-46: Vegetation Risk Assessment and Preliminary Design to Protect Trees at DCTWRP

This TOS was awarded with pledged participation levels of 14.04 percent MBE, 5.04 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the subcontracting report dated June 13, 2016, ARCADIS achieved 4.33 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is still active.

As of June 13, 2016, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Beyaz & Patel, Inc	M/APA	MBE	4.33%	\$4,472.00
IEM	F/C	WBE	0.00%	\$0.00
Total MBE Participation			4.33%	\$4,472.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Subtotal Subconsultant Participation			4.33%	\$4,472.00
Prime Participation			95.67%	\$98,754.46
Total Invoiced Amount				\$103,226.46

TOS SN-49: Wet Weather Design Storm and Per Capita Flow Generation Rate Analysis

This TOS was awarded with pledged participation levels of 0 percent MBE, 61.73 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. On March 16, 2017, the

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TOS was amended (Amendment No. 1) to increase the contract cost from \$140,476 to \$184,758. On April 25, 2017, the TOS was amended (Amendment No. 2) to increase the contract cost to \$230,027 with pledged participation levels of 0 percent MBE, 52.55 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the subcontracting report dated April 19, 2018, ARCADIS achieved 0 percent MBE, 90.21 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 18.66 percent OBE. This TOS is still active.

As of April 19, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/ SBE/EBE/ DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Karen E. Johnson Water Resources Planning	F/C	WBE	9.22%	\$11,936.00
Vieux Associates	F/C	WBE	80.99%	\$104,883.00
DHI Water & Environment, Inc.	--	OBE	18.66%	\$24,159.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			90.21%	\$116,819.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			18.66%	\$24,159.00
Subtotal Subconsultant Participation			56.87%	\$116,819.00
Prime Participation			43.13%	\$12,683.00
Total Invoiced Amount				\$205,406.00

TOS SN-54: East West Valley Interceptor Sewer (EWVIS) Concept Report

This TOS was awarded with pledged participation levels of 13.27 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. On November 22, 2016, the TOS was amended (Amendment No. 1) to increase the contract cost from \$90,000 to \$111,720 with no changes to subcontractor utilization. Per the final subcontracting report dated March 21, 2017, ARCADIS achieved 6.68 percent MBE, 01 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is no longer active.

As of March 21, 2017, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
FPA Underground, Inc.	M/APA	MBE	6.68%	\$8,650.00
Total MBE Participation			6.68%	\$8,650.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Subtotal Subconsultant Participation			6.68%	\$8,650.00
Prime Participation			93.32%	\$120,852.00
Total Invoiced Amount				\$129,502.00

TOS SN-101: Honeywell Distributed Control System Support

This TOS was awarded on July 23, 2018 with pledged participation levels of .69 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 10.34 percent OBE.

There is no achieved table for this TOS since no invoices were received.

TOS SN-105: Dynac SCADA System Maintenance and Support

This TOS was awarded on January 23, 2019.

There is no achieved table for this TOS since no invoices were received.

15. Larry Walker Associates, Inc. (LWA) (C-124334)

LWA submitted proposals for four task orders and was awarded five. The information provided below for the TOSes assigned under this contract is pending verification by the BCA.

TOS SN-21: Specialized and Expert Services for TMDL and Related Regulatory Support

This TOS was awarded with pledged participation levels of 24 percent MBE, 0 percent WBE, 29.47 percent SBE, 37.47 percent EBE, 5 percent DVBE, and 21 percent OBE. Per the final subcontracting report dated November 14, 2017, LWA achieved 26.44 percent MBE, 0 percent WBE, 36.83 percent SBE, 34.11 percent EBE, 1.26 percent DVBE and 5.45 percent OBE.

As of November 14, 2017, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ADvTECH Environmental	M/APA	MBE/SBE/EBE	16.98%	\$254,712.81
Blackhawk Environmental	-	DVBE/SBE	2.77%	\$41,597.49
California Watershed Engineering	M/APA	MBE/SBE/EBE	0.00%	\$0.00
E2 Consulting Engineers	M/SAA	MBE	0.00%	\$0.00
FMF Pandion	M/NA	MBE/DVBE/SBE/EBE	1.26%	\$18,896.92

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
MapVision Technologies	M/SAA	MBE/SBE/EBE	1.33%	\$19,995.10
Mikhail Ogawa Engineering	M/APA	MBE	0.00%	\$0.00
Nautilus Environmental	F/C	WBE/SBE/EBE	0.00%	\$0.00
Vista Analytical Laboratory, Inc.	F/C	WBE/SBE/EBE	1.37%	\$20,500.00
Weck Environmental Labs	M/HA	MBE/SBE/EBE	2.73%	\$40,935.05
MBC Applied Environmental Sciences	-	SBE/EBE	2.25%	\$33,817.52
Pacific EcoRisk	-	OBE	0.00%	\$0.00
Paradigm Environmental	-	SBE/EBE	10.50%	\$157,503.00
Physis Environmental	-	SBE/EBE	0.41%	\$6,157.00
Amec Foster Wheeler Environment	-	OBE	2.23%	\$33,451.67
CDM Smith	-	OBE	0.00%	\$0.00
CH2M Hill	-	OBE	0.00%	\$0.00
Downey Brand	-	OBE	0.72%	\$10,741.30
Geosyntec Consultants	-	OBE	0.53%	\$7,986.06

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
HDR Engineering	-	OBE	0.00%	\$0.00
LA Testing	-	OBE	0.18%	\$2,650.00
MWH Contractors	-	OBE	0.49%	\$7,337.57
Somach, Simmons & Dunn	-	OBE	0.00%	\$0.00
Tetra Tech	-	OBE	2.32%	\$34,858.75
Wildan Engineering	-	OBE	0.00%	\$0.00
Total MBE Participation			26.44%	\$396,637.37
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			36.83%	\$552,517.40
Total EBE Participation			34.11%	\$511,582.35
Total DVBE Participation			1.26%	\$18,896.92
Total OBE Participation			5.45%	\$81,783.75
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			46.08%	\$691,140.24
Prime Participation			53.92%	\$808,855.49
Total Invoiced to date				\$1,499,995.73

*These new subconsultants were added to the Task Order(s) and the Schedule A with the proper performance of a MSO.

¥ The subconsultant, E2 Consulting Engineers, Inc. (E2), became an OBE firm on April 1, 2016. LASAN has advised the Prime to encourage E2 to renew their MBE certification.

TOS SN-34: Enhanced Watershed Programs (EWMP) and MS4 Permit Compliance Support Services

This TOS was awarded with pledged participation levels of 14 percent MBE, 4 percent WBE, 23

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percent SBE, 26 percent EBE, 3 percent DVBE, and 27 percent OBE. Per the final subcontracting report dated January 11, 2019, LWA achieved 0 percent MBE, 18 percent WBE, 15 percent SBE, 15 percent EBE, 0 percent DVBE and 32 percent OBE. This TOS is no longer active.

As of January 11, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ADvTECH Environmental	M/APA	MBE/ SBE/ EBE	1.96%	\$33,650.27
CADSTAR, Inc.	F/HA	MBE	0.00%	\$0.00
FMF Pandion	M/NA	MBE/DVBE/ SBE/EBE	1.52%	\$26,029.62
MapVision Technologies, Inc.	M/SAA	MBE/SBE/EBE	0.00%	\$0.00
Mikhail Ogawa Engineering	M/APA	MBE	1.82%	\$31,295.03
Ninyo & Moore	M/HA	MBE	0.00%	\$0.00
AESCO, Inc.	F/C	WBE/ SBE/ EBE	0.00%	\$0.00
EW Consulting	F/C	WBE/ SBE/ EBE	0.00%	\$0.00
M2 Resource	F/C	WBE	0.23%	\$3,995.00
Paradigm Environmental	-	SBE/EBE	24.43%	\$419,498.52
Catalyst Environmental	-	SBE/EBE	14.69%	\$252,323.36
Blackhawk Environmental, Inc.	-	SBE/EBE/DVBE	0.00%	\$0.00
CDM Smith, Inc.	-	OBE	0.67%	\$11,546.66
CH2M Hill Engineers, Inc.	-	OBE	0.49%	\$8,495.90

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Downey Brand	-	OBE	0.66%	\$11,295.47
E2 Consulting Engineers, Inc.	-	OBE	0.00%	\$0.00
ENVIRON	-	OBE	0.00%	\$0.00
Geosyntec Consulting	-	OBE	1.01%	\$17,329.73
HDR Engineering, Inc.	-	OBE	0.35%	\$6,034.66
MBC Applied Environmental Sciences	-	OBE	0.78%	\$13,354.53
MWH Americas, Inc.	-	OBE	0.80%	\$13,734.56
Somach, Simmons, and Dunn	-	OBE	0.00%	\$0.00
Tetra Tech, Inc.	-	OBE	4.49%	\$77,156.98
Wildan Engineering	-	OBE	0.00%	\$0.00
Windward Environmental	-	OBE	0.00%	\$0.00
Total MBE Participation			5.30%	\$90,974.92
Total WBE Participation			0.23%	\$3,995.00
Total SBE Participation			42.60%	\$731,501.77
Total EBE Participation			42.60%	\$731,501.77
Total DVBE Participation			3.40%	\$58,388.41
Total OBE Participation			9.26%	\$158,948.49
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			53.91%	\$925,740.29
Prime Participation			46.09%	\$791,546.88

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Subconsultants	(\$) Amount Invoiced to Date
Total Invoiced to date	\$1,717,287.17

TOS SN-44: Specialized and Expert Regulatory Services

This TOS was awarded with pledged participation levels of 7.55 percent MBE, 7.00 percent WBE, 11.53 percent SBE, 16.50 percent EBE, 1.00 percent DVBE, and 21.15 percent OBE. Per the latest subcontracting utilization report dated May 23, 2019, HDR achieved 1.00 percent MBE, 0.62 percent WBE, 53.00 percent SBE, 15.00 percent EBE, 0 percent DVBE and 44.00 percent OBE. This TOS is still active.

Per the subcontracting utilization report dated May 23, 2019, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/S BE/EBE/DVB E/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ADvTECH Environmental	M/APA	MBE/SBE/EB E	1.24%	\$10,942.26
EW Consulting	F/C	WBE/SBE/E BE	0.62%	\$5,505.39
Yorke Engineering	F/C	WBE	2.03%	\$17,946.44
Everest International Consultants	M/APA	SBE/EBE	6.90%	\$60,998.64
Paradigm Environmental	-	SBE/EBE	6.48%	\$57,332.50
CH2M Hill Engineers, Inc.	-	OBE	13.53%	\$119,677.07
Downey Brand	-	OBE	1.45%	\$12,802.43
Ramboll ENVIRON	-		29.86%	\$264,149.57

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total MBE Participation	1.24%	\$10,942.26
Total WBE Participation	2.65 %	\$23,451.83
Total SBE Participation	15.23%	\$134,778.79
Total EBE Participation	15.23%	\$134,778.79
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	44.83%	\$396,629.07
Total Subconsultant Participation	62.10%	\$549,354.30
Prime Participation	37.90%	\$335,320.64
Total Invoiced to date		\$884,674.94

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

TOS SN-79: Donald C. Tillman Advance Water Purification Facility Groundwater Replenishment Technical Assessment and Services for the Clean Water Program

This TOS was awarded with pledged participation levels of 0 percent MBE, 19.9 percent WBE, 48.1 percent SBE, 48.1 percent EBE, 0 percent DVBE and 0 percent OBE. Per the subcontracting utilization report dated October 24, 2018, LWA achieved 0 percent MBE, 24.3 percent WBE, 63.50 percent SBE, 63.50 percent EBE, 0 percent DVBE and 0 percent OBE. This TOS is still active.

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Todd Groundwater	F/C	WBE/SBE/EBE	24.35%	\$65,695.75
Trussell Technologies	--	SBE/EBE	39.15%	\$105,650.95
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			24.35%	\$65,695.75
Total SBE Participation (including prime)			63.50%	\$171,346.70
Total EBE Participation			63.50%	\$171,346.70
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			63.50%	\$171,346.70
Prime Participation			36.50%	\$98,482.39
Total Invoiced to date				\$269,829.09

TOS SN-84: Community Involvement and Project Mitigation Support for the Clean Water Program

This TOS was awarded with pledged participation levels of 13 percent MBE, 0 percent WBE, 41.21 percent SBE, 26.10 percent EBE, 4 percent DVBE, and 15.69 percent OBE. Per the latest subcontracting report dated March 6, 2019, LWA achieved 28.5 percent MBE, 0 percent WBE, 82 percent SBE, 35 percent EBE, 18.5 percent DVBE and 15.3 percent OBE. This TOS is still active.

As of March 6, 2019, the achieved subconsultant participation levels are as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/EBE /DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ADvTECH Environmental	M/APA	MBE/SBE/EBE	7.13%	\$106,404.00
FMF Pandion	M/NA	MBE/DVBE/SBE/EBE	18.5%	\$276,626.75
MapVision Technologies, Inc.	M/SAA	MBE/SBE/EBE	0.00%	\$0.00
Mikhail Ogawa Engineering	-	MBE	1.20%	\$17,948.59
Weck Environmental Laboratory	M/HA	MBE/EBE	1.62%	\$24,200.00
Blackhawk Environmental	-	SBE/EBE/ DVBE	0.00%	\$0.00
Paradigm Environmental	-	SBE/EBE	5.55%	\$82,748.00
Physis Environmental Lab	-	SBE/EBE	1.15%	\$17,205.00
Vista Analytical Laboratory	F/C	SBE/EBE	1.12%	\$16,650.00
AMEC Foster Wheeler	-	OBE	0.00%	\$0.00
Aquatic Bioassay & Consulting (ABC)	-	OBE	0.00%	\$0.00
Carollo Engineers, Inc.	-	OBE	0.00%	\$0.00
CDM Smith, Inc.	-	OBE	1.84%	\$27,462.98

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/EBE /DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Downey Brand	-	OBE	0.00%	\$0.00
LA Testing	-	OBE	0.00%	\$0.00
MBC Aquatic Sciences	-	OBE	4.22%	\$62,968.77
Pacific Ecorisk	-	OBE	2.30%	\$34,257.78
Somach Simmons & Dunn	-	OBE	0.00%	\$0.00
Windward Environmental	-	OBE	3.40%	\$50,691.25
Wood Environment & Infrastructure	-	OBE	3.54%	\$52,772.12
Larry Walker Associates	-	Prime/SBE	48.38%	\$721,547.99
Total MBE Participation			28.51%	\$425,179.34
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			33.50%	\$499,633.75
Total EBE Participation			35.12%	\$523,833.75
Total DVBE Participation			18.55%	\$276,626.75
Total OBE Participation			15.30%	\$228,152.90
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			3.24%	\$48,387.25
Prime Participation			48.38%	\$721,547.99
Total Invoiced to date				\$1,491,483.23

16. Woodard & Curran (C-124335)

RMC submitted a proposal for one task order but was not awarded the contract because they did not meet the scope of work described in the task order. Therefore, subconsultant participation levels are not included.

17. WSP (C-124336)

WSP submitted proposals for three task orders and was awarded three.

TOS SN-33: Strategies and Support for Water Resources Systems

This TOS was awarded with pledged participation levels of 0 percent MBE, 95 percent WBE, 95 percent SBE, 95 percent EBE, 0 percent DVBE, and 0 percent OBE. The task agreement was subsequently amended (Amendment No. 1) on January 21, 2016 to extend the term of the agreement to March 30, 2016. There were no changes in the subcontractor pledged percentages with the Amendment. Per the final subcontracting report dated May 10, 2016, WSP achieved 0 percent MBE, DVBE and OBE, 95 percent WBE, SBE and EBE.

Per the final subcontracting report dated May 10, 2016, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting	F/C	WBE/SBE/EBE	95.24%	\$142,016.25
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$142,016.25
Total SBE Participation			95.24%	\$142,016.25
Total EBE Participation			95.24%	\$142,016.25
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$142,016.25

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Prime Participation	4.76%	\$7,100.82
Total Invoiced to date		\$149,117.07

TOS SN-51: Water Resources Planning Support

This TOS was awarded with pledged participation levels of 10 percent MBE, 82 percent WBE, 92 percent SBE, 92 percent EBE, 0 percent DVBE, and 0 percent OBE. The task agreement was subsequently amended (Amendment No. 1) on October 20, 2017 to increase the ceiling to \$600,000 with pledged participation levels of 7 percent MBE, 87 percent WBE, 93 percent SBE, 93 percent EBE, 0 percent DVBE and OBE. Per the final subcontracting report dated May 31, 2018, WSP achieved 7 percent MBE, 88 percent WBE, 95 percent SBE, 88 percent EBE, 0 percent DVBE and OBE.

As of May 31, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
California Watershed Engineering Corp	M/SAA	MBE/SBE	6.81%	\$40,120.00
EW Consulting	F/C	WBE/SBE/EBE	87.68%	\$516,571.88
Total MBE Participation			6.81%	\$40,120.00
Total WBE Participation			87.68%	\$516,571.88
Total SBE Participation			94.49%	\$556,691.88
Total EBE Participation			87.68%	\$516,571.88
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total Subconsultant Participation	94.49%	\$556,691.88
Prime Participation	5.51%	\$32,438.39
Total Invoiced to date		\$589,130.27

TOS SN-70: Specialized and Expert Services for Wilmington Urban Green Plan

This TOS was awarded with pledged participation levels of 76 percent MBE, 4 percent WBE, 76 percent SBE, 76 percent EBE, 0 percent DVBE, and 4 percent OBE. Per the final subcontracting report dated December 12, 2018, WSP achieved 74 percent MBE, 4 percent WBE, 74 percent SBE, 74 percent EBE, 0 percent DVBE and 4 percent OBE.

As of December 12, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
California Watershed Engineering Corp	M/SAA	MBE/SBE	74.30%	\$168,595.00
*MLA Green Inc. DBA Mia Lehrer & Associates	F/HA	WBE	4.41%	\$10,000.00
Council for Watershed Health	-	OBE	4.41%	\$10,000.00
Total MBE Participation			74.30%	\$168,595.00
Total WBE Participation			4.41%	\$10,000.00
Total SBE Participation			74.30%	\$168,595.00
Total EBE Participation			74.30%	\$168,595.00

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	4.41%	\$10,000.00
Total Subconsultant Participation	83.12%	\$188,595.00
Prime Participation	16.88%	\$38,305.00
Total Invoiced to date		\$226,900.00

*This subconsultant was added without a proper outreach.

18. Psomas (C-124338)

Psomas participated in four task orders but was awarded none because they did not meet the scope of work described in the Task Orders. Therefore, subconsultant participation levels are not included.

19. Kennedy/Jenks Consultants, Inc. (C-124339)

Kennedy/Jenks submitted proposals for one task order which they were awarded. This task order supports specialized as-needed services and planning for the four reclamation plants (Hyperion, Terminal Island, Los Angeles/Glendale, and Donald C. Tillman). The information provided below for the TOSes assigned under this contract is pending verification by BCA.

There were no subcontractor utilizations on the following Task Agreement Forms (TAFs): 3, 11, 12, 16, 18, 22, 26, 27, 30, 31, 33, 39, 40 and 42.

TAF #01: BNR Advanced Water Purification Technology Assessment

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 95.24 percent OBE. Per the final subcontracting report dated February 25, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 100 percent OBE.

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As of February 25, 2016, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Stantec Consulting Services (formerly MWH Americas, Inc.)	-	OBE	100.00%	\$56,791.28
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			100.00%	\$56,791.28
Total Subconsultant Participation			100.00%	\$56,791.28
Prime Participation			0.00%	\$0.00
Total Invoiced Amount				\$56,791.28

TAF #02: Technical Support for Water Resources

This TAF was awarded with pledged participation levels of 0 percent MBE, 94.09 percent WBE, 94.09 percent SBE, 94.09 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated May 25, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 100 percent WBE, 100 percent SBE, 100 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of May 25, 2016, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting, Inc.	F/C	WBE/SBE/EBE	100.00%	\$20,671.24
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			100.00%	\$20,671.24
Total SBE Participation			100.00%	\$20,671.24
Total EBE Participation			100.00%	\$20,671.24
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			100.00%	\$20,671.24
Prime Participation			0.00%	\$0.00
Total Invoiced Amount				\$20,671.24

TAF #04: Hyperion Water Reclamation Plant (HWRP) Project Conceptual Reports

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 93.90 percent OBE. Per the final subcontracting report dated November 4, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 100 percent OBE.

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As of November 4, 2016, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
MWH Americas, Inc.	-	OBE	100.00%	\$197,200.50
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			100.00%	\$197,200.50
Total Subconsultant Participation			100.00%	\$197,200.50
Prime Participation			0.00%	\$0.00
Total Invoiced Amount				\$197,200.50

TAF #05: Technical Support Services for MacArthur Park Irrigation System Project

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 95.20 percent SBE, 95.20 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated July 5, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 95.24 percent SBE, 94.24 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of July 5, 2016, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
SEITec	-	SBE/EBE	95.24%	\$74,241.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			95.24%	\$74,241
Total EBE Participation			95.24%	\$74,241
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$74,241.00
Prime Participation			4.76%	\$3,713.00
Total Invoiced Amount				\$77,954.00

TAF #06: Integrated Modeling Master Plan and FlowWorks Web application Enhancements

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 100 percent OBE. Per the final subcontracting report dated August 15, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 95.24 percent OBE.

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As of August 15, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Hazen and Sawyer	-	OBE	23.97%	\$50,000.00
FlowWorks	-	OBE	71.27%	\$148,650.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			95.24%	\$198,650.00
Total Subconsultant Participation			95.24%	\$198,650.00
Prime Participation			4.76%	\$9,932.5
Total Invoiced Amount				\$208,582.50

TAF #07: Construction Management Support Services for MacArthur Park Irrigation System Project

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 100 percent SBE, 100 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated September 7, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 100 percent SBE, 100 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of September 7, 2016, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
SEITec	-	SBE/EBE	100.00%	\$38,976.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			100.00%	\$38,976.00
Total EBE Participation			100.00%	\$38,976.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			100.00%	\$38,976.00
Prime Participation			0.00%	\$0.00
Total Invoiced Amount				\$38,976.00

TAF #08: Project Management Support for Regulatory Affairs

This TAF was awarded with pledged participation levels of 0 percent MBE, 95.00 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated September 26, 2016, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 95.24 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of September 26, 2016, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
CADStar	F/-	WBE	95.24%	\$9,047.53
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$9,047.53
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$9,047.53
Prime Participation			4.76%	\$452.38
Total Invoiced Amount				\$9,499.91

TAF #09: Technical Support for Hyperion Treatment Plant Cutover on LAWINS Project

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 95.20 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated February 24, 2017, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 95.54 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of February 24, 2017, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
LEED Electrical	-	SBE	95.54%	\$103,413.91
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			95.54%	\$103,413.91
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.54%	\$103,413.91
Prime Participation			4.46%	\$4,831.011
Total Invoiced Amount				\$108,244.92

TAF #10: Claim Review and Scheduling for LAWINS Project at Treatment Plants

This TAF was awarded with pledged participation levels of 95.24 percent MBE, 0 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated March 11, 2018, Kennedy/Jenks Consultants, Inc. 97.22 percent MBE, 0 percent WBE, 97.22 percent SBE, 97.22 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of March 11, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Moon	-	MBE/SBE/EBE	97.22%	\$117,569.00
Total MBE Participation			97.22%	\$117,569.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			97.22%	\$117,569.00
Total EBE Participation			97.22%	\$117,569.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			97.22%	\$117,569.00
Prime Participation			2.78%	\$3,357.56
Total Invoiced Amount				\$120,926.56

TAF #13: Hyperion Water Reclamation Plant (HWRP) Flare VOC and PM Engineering Testing

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 94.3 percent OBE. As of June 26, 2019, Kennedy/Jenks Consultants, Inc. has not utilized subconsultant Environmental Resources Management.

TAF #14: Hyperion Water Reclamation Plant (HWRP) Air Toxics Inventory Report, Health Risk Assessment and Voluntary Risk Reduction Plan

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 93.20 percent OBE. Per the final subcontracting report dated December 13, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 95.24 percent OBE.

As of December 13, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Ramboll Environ	-	OBE	95.24%	\$40,022.20
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			95.24%	\$40,022.20
Total Subconsultant Participation			95.24%	\$40,022.20
Prime Participation			4.76%	\$2,001.11
Total Invoiced Amount				\$42,023.31

TAF #15: Technical Support for Water Resources II

This TAF was awarded with pledged participation levels of 0 percent MBE, 95.24 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated April 27, 2017, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 64.23 percent WBE, 64.23 percent SBE, 64.23 percent EBE, 0 percent DVBE and 0 percent OBE.

As of April 27, 2017, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Consulting, Inc.	F	WBE/SBE/EBE	64.23%	\$32,807.50
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			64.23%	\$32,807.50
Total SBE Participation			64.23%	\$32,807.50
Total EBE Participation			64.23%	\$32,807.50
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			64.23%	\$32,807.50
Prime Participation			35.77%	\$18,272.38
Total Invoiced Amount				\$51,079.88

TAF #17: Environmental Review CIP 4176 LAG Primary Effluent Equalization Storage and CIP 4170 LAGWRP Personnel Building

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 32.73 percent OBE. Per the final subcontracting report dated August 15, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 34.04 percent OBE.

As of August 15, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Kunzman Associates, Inc.	-	OBE	10.17%	\$14,150.00
Rincon Consulting, Inc.	-	OBE	23.86%	\$33,200.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			34.04%	\$47,350.00
Total Subconsultant Participation			34.04%	\$47,350.00
Prime Participation			65.96%	\$91,771.00
Total Invoiced Amount				\$139,121.00

TAF #19: Refurbishing Equipment at HWRP for ATF-BTF Pilot Test

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 95.24 percent OBE. Per the final subcontracting report dated September 1, 2017, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 95.24 percent OBE.

As of September 1, 2017, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Murray Company	-	OBE	95.24%	\$42,857.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			95.24%	\$42,857.00
Total Subconsultant Participation			95.24%	\$42,857.00
Prime Participation			4.76%	\$2,142.86
Total Invoiced Amount				\$45,999.86

TAF #20: ATF-BTF Wastewater System Pilot Installation

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 93.79 percent OBE. Per the final subcontracting report dated August 24, 2018, Kennedy/Jenks Consultants, Inc. achieved 0

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percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 93.73 percent OBE.

As of August 24, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Murray Company	-	OBE	93.73%	\$57,848.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			93.73%	\$57,848.00
Total Subconsultant Participation			93.73%	\$57,848.00
Prime Participation			6.27%	\$3,872.56
Total Invoiced Amount				\$61,720.56

TAF #21: DCTWRP Lease Renewal Negotiation Support

This TAF was awarded with pledged participation levels of 95.23 percent MBE, 0 percent WBE, 95.23 percent SBE, 95.23 percent EBE, 0 percent DVBE, and 0 percent OBE. As of June 26, 2019, Kennedy/Jenks Consultants, Inc. has not utilized subconsultant D R Consultants & Designers, Inc.

TAF #24: Technical Support for Water Resources III

This TAF was awarded with pledged participation levels of 0 percent MBE, 95.23 percent WBE, 95.23 percent SBE, 95.23 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final

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subcontracting report dated November 8, 2017, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 95.24 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE and 0 percent OBE.

As of November 8, 2017, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting, Inc.	F/-	WBE/SBE/EBE	95.24%	\$6,655.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$6,655.00
Total SBE Participation			95.24%	\$6,655.00
Total EBE Participation			95.24%	\$6,655.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$6,655.00
Prime Participation			4.76%	\$333.75
Total Invoiced Amount				\$6,987.75

TAF #25: Climate Resiliency Review Training

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 78.00 percent OBE. As of June 26, 2019 Kennedy/Jenks Consultants, Inc. has not utilized subconsultant CH2M Hill Engineers, Inc.

TAF #28: Technical Assistance for ATF-BTF Wastewater System Pilot

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 95.00 percent OBE. Per the final subcontracting report dated November 28, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 74.11 percent OBE.

As of November 28, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Murray Company	-	OBE	74.11%	\$14,163.67
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			74.11%	\$14,163.67
Total Subconsultant Participation			74.11%	\$14,163.67
Prime Participation			25.89%	\$4,948.69
Total Invoiced Amount				\$19,112.36

TAF #29: Technical Support for Sewer Advanced Planning and DCT LAWINS Project

This TAF was awarded with pledged participation levels of 95.24 percent MBE, 0 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated March 13, 2019, Kennedy/Jenks Consultants, Inc. achieved 95.24 percent MBE, 0 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE and 0 percent OBE.

As of March 13, 2019, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Moon, Inc.	-	MBE/SBE/EBE	95.24%	\$49,557.20
Total MBE Participation			95.24%	\$49,557.20
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			95.24%	\$49,557.20
Total EBE Participation			95.24%	\$49,557.20
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$49,557.20
Prime Participation			4.76%	\$2,477.85
Total Invoiced Amount				\$52,035.05

TAF #32: Energy Efficiency Study for Treatment Plants and Pump Stations

This TAF was awarded with pledged participation levels of 0 percent MBE, 95.24 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated April 19, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 95.24 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE and 0 percent OBE.

As of April 19, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EW Consulting	F/-	WBE/SBE/EBE	95.24%	\$31,500.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$31,500.00
Total SBE Participation			95.24%	\$31,500.00
Total EBE Participation			95.24%	\$31,500.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$31,500.00
Prime Participation			4.76%	\$1,575.00
Total Invoiced Amount				\$33,075.00

TAF #34: Phase 2 Energy Efficiency Study for Treatment Plants and Pump Stations

This TAF was awarded with pledged participation levels of 0 percent MBE, 90.70 percent WBE, 90.70 percent SBE, 90.70 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated August 29, 2018, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 95.24 percent WBE, 95.24 percent SBE, 95.24 percent EBE, 0 percent DVBE and 0 percent OBE.

As of August 29, 2018, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E.W. Consulting	F/C	WBE/SBE/EBE	95.24%	\$31,500.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$31,500.00
Total SBE Participation			95.24%	\$31,500.00
Total EBE Participation			95.24%	\$31,500.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$31,500.00
Prime Participation			4.76%	\$1,575.00
Total Invoiced Amount				\$33,075.00

TAF #35: Wastewater Collection Systems Division Field Staff Training

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 95.24 percent OBE. Per the final subcontracting report dated April 9, 2019, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 87.10 percent OBE.

As of April 9, 2019, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
EPC Consultants	-	OBE	87.10%	\$13,522.35
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			87.10%	\$13,522.35
Total Subconsultant Participation			87.10%	\$13,522.35
Prime Participation			12.90%	\$2,002.05
Total Invoiced Amount				\$15,524.40

TAF #36: Terminal Island Water Reclamation Plant AWPf Optimization Development

This TAF was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 95.17 percent SBE, 95.17 percent EBE, 0 percent DVBE, and 0 percent OBE. Per Kennedy/Jenks Consultant, Inc., it achieved 0 percent MBE, 0 percent WBE, 78.02 percent SBE, 78.02 percent EBE, 0 percent DVBE and 0 percent OBE. A written Schedule C is pending receipt to support the figures below.

Per Kennedy/Jenks Consultant, Inc., achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Trussell Technologies, Inc.	-	SBE/EBE	78.02%	\$129,862.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			78.02%	\$129,862.00
Total EBE Participation			78.02%	\$129,862.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			78.02%	\$129,862.00
Prime Participation			21.98%	\$36,593.10
Total Invoiced Amount				\$166,455.10

TAF #37: One Water LA - Materials, Launch Planning and Project Management for Program Launch

This TAF was awarded with pledged participation levels of 0 percent MBE, 81.02 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated February 6, 2019, Kennedy/Jenks Consultants, Inc. achieved 0 percent MBE, 95.24 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

As of February 6, 2019, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Katz & Associates	F/-	WBE	95.24%	\$20,255.04
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$20,255.04
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$20,255.04
Prime Participation			4.76%	\$1,012.75
Total Invoiced Amount				\$21,267.79

TAF #38: One Water LA - Video for Program Launch

This TAF was awarded with pledged participation levels of 0 percent MBE, 95.24 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated March 7, 2019, Kennedy/Jenks Consultants, Inc. achieved 0

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percent MBE, 95.24 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

As of March 7, 2019, achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Katz & Associates	F/-	WBE	95.24%	\$31,488.20
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			95.24%	\$31,488.20
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			95.24%	\$31,488.20
Prime Participation			4.76%	\$1,574.41
Total Invoiced Amount				\$33,062.61

20. HDR Engineering, Inc. (C-124340)

HDR submitted proposals for eight task orders and was awarded three.

TOS SN-55: Environmental Review and Analysis for the Lopez Canyon Equestrian Trails and Trailhead Project

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

No subconsultants were utilized under this TOS. This TOS was completed in 2017.

TOS SN-57: Analysis of a Proposed Solid Resources Joint Partnership Plan & Related Support

This TOS was awarded with pledged participation levels of 12 percent MBE, 13 percent WBE, 23 percent SBE, 23 percent EBE, 7 percent DVBE, and 13 percent OBE. Per the subcontracting utilization report dated February 15, 2019, HDR achieved 0 percent MBE, 18 percent WBE, 15 percent SBE, 15 percent EBE, 0 percent DVBE and 32 percent OBE.

As of February 15, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/EB E/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
ProjectLine Technical Services	F/APA	MBE/SBE/EBE	0.00%	\$0.00
*Translutions, Inc.	M/SAA	MBE/SBE/EBE	0.00%	\$0.00
*Abbe & Associates LLC	F/C	WBE	3.49%	\$3,011.25
*The Robert Group	F/AA	WBE/SBE/EBE	14.59%	\$12,570.00
The Sanberg Group	F/C	WBE/SBE/EBE/DV BE	0.00%	\$0.00
J.R. Miller & Associates	-	OBE	31.98%	\$27,559.56
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			18.08%	\$15,581.25
Total SBE Participation			14.59%	\$12,570.00
Total EBE Participation			14.59%	\$12,570.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			31.98%	\$27,559.56

Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation	50.06%	\$43,140.81
Prime Participation	49.94%	\$43,039.19
Total Invoiced to date		\$86,180.00

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-86: Sewer System Management Plan (SSMP) Five -Year Update

No subconsultants have been utilized under this TOS to date.

21. D R Consultants and Designers, Inc. (DRCD) (C-124341)

DRCD submitted proposals for three task orders but was awarded none because DRCD's proposals did not meet the scope of work described in the task orders. Therefore, subconsultant participation levels are not included. DRCD participated as a subconsultant under other contracts.

22. CDM Smith, Inc. (C-124342)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

CDM Smith submitted proposals for eleven task orders and was awarded six.

TOS SN-2C: Sewer Planning Support Services

This TOS was awarded with pledged participation levels of 72.48 percent MBE, 20.82 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated April 26, 2019, CDM Smith, Inc. achieved 70.41 percent MBE, 21 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

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As of April 26, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E2 Consulting Engineers, Inc.	M/SAA	MBE	66.50%	\$1,675,086.41
ETR Consulting	F/AA	MBE	1.80%	\$45,300.00
EPC Consultants**	M/APA	MBE	2.11%	\$53,227.93
Freeth/Moroz, Inc.*	F/C	WBE	0.16%	\$4,078.55
MARRS Services, Inc.	F/SAA	WBE	20.83%	\$524,764.14
Total MBE Participation			70.41%	\$1,773,614.34
Total WBE Participation			21.00%	\$528,842.69
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			91.41%	\$2,302,457.03
Prime Participation			8.59%	\$216,415.93
Total Invoiced to Date				\$2,518,872.96

*This subconsultant was added with a proper MSO

**This subconsultant was added with a proper MSO

TOS SN-28: Technical Services Regarding Wastewater Flow Gauging

This TOS was awarded with pledged participation levels of 64.48 percent MBE, 0 percent WBE, 64.50 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated May 1, 2018, CDM Smith, Inc. achieved 61.22 percent MBE, 0 percent WBE, 61.22 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

As of May 1, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
V&A Consulting Engineers	M/HA	MBE/SBE	61.22%	\$91,203.01
Total MBE Participation			61.22%	\$91,203.01
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			61.22%	\$91,203.01
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			61.22%	\$91,203.01
Prime Participation			38.78%	\$57,774.35
Total Invoiced to Date				\$148,977.36

TOS SN-66: Evaluation and Structural Design of CLARTS Facilities

This TOS was awarded with pledged participation levels of 28.77 percent MBE, 32.02 percent WBE, 28.77 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated January 23, 2017, CDM Smith, Inc. achieved 14.54 percent MBE, 29.62 percent WBE, 14.54 percent SBE, 0 percent EBE, 0 percent DVBE and 0 percent OBE.

As of January 23, 2017, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Bayez and Patel	M/APA	MBE/SBE	15.00%	\$21,817.80
Project Line	F/APA	WBE	30.00%	\$44,434.00
Total MBE Participation			14.54%	\$21,817.80
Total WBE Participation			29.62%	\$44,434.00
Total SBE Participation			14.54%	\$21,817.80
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			44.16%	\$66,251.80
Prime Participation			55.84%	\$83,770.91
Total Invoiced to Date				\$150,022.71

TOS SN-71: Structural Condition Assessment of North Outfall Sewer (NOS) Pipes

This TOS was awarded with pledged participation levels of 3.59 percent MBE, 4.19 percent WBE, 4.19 percent SBE, 4.19 percent EBE, 0 percent DVBE, and 46.21 percent OBE. Per the final subcontracting report dated May 1, 2018, CDM Smith, Inc. achieved 0.52 percent MBE, 1.58 percent WBE, 1.58 percent SBE, 1.58 percent EBE, 0 percent DVBE and 54.76 percent OBE.

As of May 1, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
E2 Consulting Engineers, Inc.	M/SAA	MBE	0.52%	\$3,147.54
A Cone Zone	F/C	WBE/SBE/EBE	1.58%	\$9,613.00
Rehabilitation Resource Solutions, Inc.	-	OBE	0.33%	\$2,015.00
Professional Pipe Service (ProPipe)	-	OBE	54.43%	\$330,700.14
Total MBE Participation			0.52%	\$3,147.54
Total WBE Participation			1.58%	\$9,613.00
Total SBE Participation			1.58%	\$9,613.00
Total EBE Participation			1.58%	\$9,613.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			54.76%	\$332,715.14
Total Subconsultant Participation			56.86%	\$345,475.68
Prime Participation			43.14%	\$262,145.52
Total Invoiced to Date				\$607,621.20

TOS SN-82: Development of East West Valley Interceptor Sewer Environmental Impact Report

This TOS was awarded with pledged participation levels of 12.66 percent MBE, 8.68 percent WBE, 43.82 percent SBE, 35.95 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated January 24, 2019, CDM Smith, Inc. achieved 0 percent MBE, 27.82 percent WBE, 61.35 percent SBE, 61.35 percent EBE, 0 percent DVBE and 0 percent OBE.

As of January 24, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Acoustics Group, Inc.	M/APA	MBE	0.00%	\$0.00
ArcheoPaleo	F/C	WBE/SBE/EBE	27.82%	\$14,781.00
The Robert Group	F/AA	WBE/SBE/EBE	0.00%	\$0.00
Envicraft	-	SBE/EBE	16.57%	\$8,803.73
iLanco	-	SBE/EBE	1.46%	\$775.00
MBC	-	SBE/EBE	15.50%	\$8,232.00
KOA	-	SBE	0.00%	\$0.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			27.82%	\$14,781.00
Total SBE Participation			61.35%	\$32,591.73
Total EBE Participation			61.35%	\$32,591.73
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			61.35%	\$32,591.73

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Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Prime Participation	38.65%	\$20,533.55
Total Invoiced to Date		\$53,125.28

TOS SN-91B: Phase II of the Structural Condition Assessment of the North Outfall Sewer

This TOS was awarded with pledged participation levels of 1.78 percent MBE, 75.44 percent WBE, 5.33 percent SBE, 3.56 percent EBE, 0 percent DVBE, and 0 percent OBE. Per the final subcontracting report dated January 26, 2019, CDM Smith, Inc. achieved 0 percent MBE, WBE, SBE, EBE, DVBE and OBE.

As of January 26, 2019, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
MARRS Services, Inc.	F/SAA	MBE/SBE	0.00%	\$0.00
National Plant Services*	M/C	WBE	0.00%	\$0.00
A Cone Zone	F/C	WBE/SBE/EBE	0.00%	\$0.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			0.00%	\$0.00
Prime Participation			100.0%	\$16,699.74

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Subconsultants	(\$) Amount Invoiced to Date
Total Invoiced to Date	\$16,699.74

*This subconsultant was added without a proper MSO.

23. Parsons Water & Infrastructure, Inc. (Parsons) (C-124344)

Parsons submitted proposals for five task orders and was awarded one.

TOS SN-48: HWRP Recycle Water Market Rate Study

This TOS was awarded with pledged participation levels of 0 percent MBE, 10.3 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 45.5 percent OBE. Per the subcontracting utilization report dated November 16, 2016, Parsons achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE and 45.75 percent OBE.

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
DDB Engineering, Inc.	F/C	WBE/SBE/EBE	0.00%	\$0.00
Raftelis Financial Consultants, Inc.	-	OBE	45.75%	\$62,718.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			45.75%	\$62,718.00
Total Subconsultant Participation			45.75%	\$62,718.00

Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Prime Participation	54.25%	\$74,356.20
Total Invoiced to date		\$137,074.20

Parsons performed the Good Faith Effort to reach out to qualified subconsultants on the Schedule A in order to fulfill the City's anticipated subconsultant participation levels. However, they could not identify MBE and DVBE subconsultants, who have knowledge, experience, and capability to conduct the engineering and economic studies described in the Task Order.

24. Geosyntec (C-124345)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

Geosyntec submitted proposals for seven task orders and was awarded five.

TOS SN-22: Development of Concept Reports of Enhanced Watershed Management Programs (EWMPs)

No subconsultants were utilized under this TOS. This TOS was completed in 2015.

TOS SN-41: University Park Rain Gardens Pilot Study

This TOS was awarded with pledged participation levels of 51.96 percent MBE, 1.96 percent WBE, 51.96 percent SBE, 51.96 percent EBE, 0 percent DVBE, and 4.61 percent OBE. On August 30, 2017, the Board approved Amendment No. 1 to TOS SN-41 for extension of the term of engagement with no change to the budget authority. For Amendment No. 1, Geosyntec pledged 58.46 percent MBE, 3.92 percent WBE, 58.46 percent SBE, 58.46 percent EBE, 0 percent DVBE and 0 percent OBE. Per the final subcontracting report dated June 5, 2019 (for work completed during the TOS term), Geosyntec achieved 55.35 percent MBE, 3.92 percent WBE, 46.55 percent SBE, 46.55 percent EBE, 0 percent DVBE and 0 percent OBE.

Per the final subcontracting report dated June 5, 2019, the achieved subconsultant participation levels are as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
La Loma Development Company*	M/HA	MBE	45.91%	\$234,146.50
La Loma Development Company*	-	SBE/EBE	37.11%	\$189,259.00
California Watershed Engineering Corp. (CWE)	M/SAA	MBE/SBE/EBE	9.44%	\$48,160.00
Melinda Taylor & Associates*	F/C	WBE	3.92%	\$20,000.00
University of Southern California*	-	OBE	0.00%	\$0.00
Total MBE Participation			55.35%	\$282,306.50
Total WBE Participation			3.92%	\$20,000.00
Total SBE Participation			46.55%	\$237,419.00
Total EBE Participation			46.55%	\$237,419.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			0.00%	\$0.00
Total Subconsultant Participation			96.39%	\$491,565.50
Prime Participation			3.61%	\$18,434.50
Total Invoiced to Date				\$510,000.00

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-47: Specialized and Expert Services for the Public Right-of-Way Stormwater Low Impact Development

This TOS was awarded with pledged participation levels of 13.80 percent MBE, 4.38 percent WBE, 8.32 percent SBE, 18.18 percent EBE, 0 percent DVBE, and 16.02 percent OBE. Amendment No. 1 to the TOS was executed on September 27, 2017 to extend the term of engagement with no increase to the contract amount. With Amendment No. 1, there was no change to the subconsultant participation levels. Per the latest subconsulting report dated August 26, 2018, Geosyntec achieved 8.40 percent MBE, 4.36 percent WBE, 12.77 percent SBE, 6.27 percent EBE, 0 percent DVBE, and 6.11 percent OBE. This TOS is still active and will continue after Board adoption of the renewal option.

Per the latest subconsulting report dated August 26, 2018, the achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Calvin R. Abe & Associates, Inc. dba AHBE Landscape Architects**	M/APA	MBE/SBE	5.23%	\$27,547.61
Calvin R. Abe & Associates, Inc. dba AHBE Landscape Architects*	-	EBE	0.00%	\$0.00
California Watershed Engineering Corp. (CWE)	M/SAA	MBE/SBE	3.18%	\$16,740.31
California Watershed Engineering Corp. (CWE)	-	EBE	1.91%	\$10,039.73
The Morcos Group*	F/C	WBE/SBE/EBE	4.36%	\$22,997.04
Brown & Caldwell*	-	OBE	4.32%	\$22,780.24
DakeLuna (formerly GDML)	-	OBE	0.00%	\$0.00
Michael Baker, International*	-	OBE	0.88%	\$4,619.18

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Kindel Gagan*	-	OBE	0.91%	\$4,812.50
Total MBE Participation			8.40%	\$44,287.92
Total WBE Participation			4.36%	\$22,997.04
Total SBE Participation			12.77%	\$67,284.96
Total EBE Participation			6.27%	\$33,036.77
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			6.11%	\$32,211.92
Total Subconsultant Participation			18.88%	\$99,496.88
Prime Participation			81.12 %	\$427,430.70
Total Invoiced to Date				\$526,927.58

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

** This subconsultant was added without a proper MSO.

DakeLuna (formerly GDML) may be utilized in a later phase of the project should the need arise.
TOS SN-72: Specialized and Expert Services for San Fernando Valley Green Street Network Evaluation: Van Nuys Blvd. Green Street

This TOS was awarded with pledged participation levels of 19.6 percent MBE, 5.7 percent WBE, 26.3 percent SBE, 26.3 percent EBE 3.1 percent DVBE, and 45.5 percent OBE. Per the latest subconsultant report dated March 24, 2019, Geosyntec achieved 35.71 percent MBE, 0.47 percent WBE, 3.66 percent SBE, 3.66 percent EBE, 0.76 percent DVBE, and 22.68 percent OBE. This TOS is still active and will continue after the Board adoption of the renewal option. Subconsultant utilization will increase as the project progresses.

Per the latest subconsulting report dated March 24, 2019, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
California Watershed Engineering (CWE)	M/SAA	MBE/SBE/EBE	0.85%	\$25,196.14
El Camino Construction & Engineering*	M/HA	MBE	33.85%	\$998,908.21
Far East Landscape and Maintenance*	M/APA	MBE/SBE/EBE	0.98%	\$29,030.00
LIN Consulting, Inc.*	M/APA	MBE/SBE/EBE	0.02%	\$623.84
Ninyo & Moore*	M/HA	MBE	0.00%	\$0.00
A Cone Zone*	F/C	WBE/SBE/EBE	0.47%	\$13,787.81
R. Dugan Construction, Inc.*	F/C	WBE/SBE/EBE	0.00%	\$0.00
Wagner Engineering & Survey*	F/C	WBE/SBE/EBE	0.00%	\$0.00
DakeLuna	--	SBE/EBE	0.57%	\$16,875.00
The Creager Corporation*	--	DVBE/SBE/EBE	0.76%	\$22,503.50
Arcadis US, Inc.*	--	OBE	0.00%	\$0.00
Engineering Management Group*	--	OBE	0.00%	\$0.00
Kehoe Testing*	--	OBE	0.11%	\$3,180.00
LA Engineering*	--	OBE	0.00%	\$0.00
Pacoima Beautiful*	--	OBE	0.38%	\$11,121.99
Torrent Resources*	--	OBE	22.18%	\$654,390.00
Wallace Laboratories*	--	OBE	0.01%	\$380.00

Subconsultants	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Total MBE Participation	35.71%	\$1,053,758.19
Total WBE Participation	0.47%	\$13,787.81
Total SBE Participation	3.66%	\$108,016.29
Total EBE Participation	3.66%	\$108,016.29
Total DVBE Participation	0.76%	\$22,503.50
Total OBE Participation	22.68%	\$669,071.99
Total Subconsultant Participation	60.19%	\$1,775,996.49
Prime Participation	39.81%	\$1,174,601.13
Total Invoiced to Date		\$2,950,597.62

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

Subconsultants noted with 0 percent participation were added by Geosyntec as potential and back-up subconsultants at the start of the project in anticipation of various project needs. Unfortunately as the projects were better defined, services from these subconsultants were either not needed or the subconsultants were unable to provide the services meeting the project scope, budget or schedule requirements.

TOS SN-73: Optimization of Eight Proposition O Projects

This TOS was awarded with pledged participation levels of 23.48 percent MBE, 6.50 percent WBE, 27.47 percent SBE, 7.46 percent EBE, 4.87 percent DVBE, and 10.95 percent OBE. Per the latest subconsulting utilization profile dated March 24, 2019, Geosyntec achieved 22.11 percent MBE, 1.33 percent WBE, 23.44 percent SBE, 1.33 percent EBE, 0 percent DVBE, and 4.99 percent OBE.

Per the latest subconsulting utilization profile dated March 24, 2019, the achieved subconsultant participation levels were as follows:

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Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Calvin R. Abe & Associates, Inc. dba AHBE Landscape Architects, Inc.	M/APA	MBE/SBE	0.61%	\$2,213.47
California Watershed Engineering Corp. (CWE)	M/SAA	MBE/SBE	21.50%	\$78,034.32
DDB Engineering, Inc.	F/C	WBE/SBE/EBE	0.00%	\$0.00
M2 Resource Consulting*	F/C	WBE/SBE/EBE	1.33%	\$4,844.00
The Creager Corporation	-	DVBE/SBE/EBE	0.00%	\$0.00
Carollo Engineers, Inc.	-	OBE	2.25%	\$8,180.80
CH2M*	-	OBE	0.00%	\$0.00
Hazen & Sawyer	-	OBE	2.74%	\$9,947.37
Total MBE Participation			22.11%	\$80,247.79
Total WBE Participation			1.33%	\$4,844.00
Total SBE Participation			23.44%	\$85,091.79
Total EBE Participation			1.33%	\$4,844.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			4.99%	\$18,128.17
Total Subconsultant Participation			28.44%	\$103,219.96
Prime Participation			71.56%	\$259,754.25
Total Invoiced to Date				\$362,974.21

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

25. Stantec (C-124346)

The information provided below for the TOSes assigned under this contract is pending verification by the Bureau of Contract Administration.

Stantec submitted proposals for nine task orders and was awarded five.

TOS SN-13: Engineering Services for InfoMaster Sewer Planning Tool

No subconsultants were utilized under this TOS. This TOS was completed in 2016.

TOS SN-36: Hyperion Regional Water Reuse Alignment Study Phase II

The NTP for this TOS was executed on October 2, 2015 with pledged participation levels of 9.52 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 15.24 percent OBE. Subsequently on December 1, 2015, the TOS was amended (Amendment No. 1) to increase the cost ceiling from \$105,002.00 to \$145,000.00. For Amendment No. 1, Stantec pledged 6.90 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 46.90 percent OBE. Per the final subcontracting report dated September 22, 2016, Stantec achieved 1.11 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 49.95 percent OBE.

Per the final subcontracting report dated September 22, 2016, the final achieved subconsultant participation levels were as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Cordoba Corporation	M/HA	MBE	1.11%	\$1,499.95
Black & Veatch*	-	OBE	17.66%	\$23,800.00
Carollo Engineers Inc.**	-	OBE	11.87%	\$16,000.00
James F. Stahl*	-	OBE	20.42%	\$27,526.22
Total MBE Participation			1.11%	\$1,499.95

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Subconsultants	(%) of Total Invoiced	(\$ Amount Invoiced to Date
Total WBE Participation	0.00%	\$0.00
Total SBE Participation	0.00%	\$0.00
Total EBE Participation	0.00%	\$0.00
Total DVBE Participation	0.00%	\$0.00
Total OBE Participation	49.95%	\$67,326.22
Total Subconsultant Participation	51.06%	\$68,826.17
Prime Participation	48.94%	\$65,970.67
Total Invoiced to Date		\$134,796.84

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

**The MSO for this subconsultant was approved by CCU after the addition of the subconsultant to the Schedule B.

TOS SN-87: Brownfields Program Support Services

The NTP for this TOS was executed on December 18, 2017 with pledged participation levels of 0 percent MBE, 5.34 percent WBE, 5.34 percent SBE, 5.34 percent EBE, 0 percent DVBE, and 0 percent OBE. As of March 7, 2019, Stantec has not utilized any of the subconsultants. The TAF is in the process of an amendment to include additional subconsultants for new scope of work.

TOS SN-89B: Sewer Advanced Planning Support Services (GIS and Technical Support Services)

The NPT for this TOS was awarded with pledged participation levels of 17.82 percent MBE, 71.85 percent WBE, 71.85 percent SBE, 57.12 percent EBE, 0 percent DVBE, and 5.28 percent OBE. As of May 24, 2019 (for services performed in March), Stantec achieved 22.38 percent MBE, 69.34 percent WBE, 69.34 percent SBE, 52.01 percent EBE, 0 percent DVBE, and 3.57 percent OBE. This TOS is still active and will continue after Board adoption of the renewal option.

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As of May 24, 2019 (for March services), the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
Project Partners	M/APA	MBE	22.38%	\$61,101.04
MARRS	F/SAA	WBE/SBE	17.24%	\$47,083.01
PMCS Group, Inc.*	F/C	WBE/SBE/EBE	52.10%	\$142,235.03
BluEvolution*	-	OBE	3.57%	\$9,750.00
Total MBE Participation			22.38%	\$61,101.04
Total WBE Participation			69.34%	\$189,318.04
Total SBE Participation			69.34%	\$189,318.04
Total EBE Participation			52.01%	\$142,235.03
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			3.57%	\$9,750.00
Total Subconsultant Participation			95.29%	\$260,169.08
Prime Participation			4.17%	\$12,859.09
Total Invoiced to Date				\$273,028.17

*These subconsultants were added to the Consultant's approved Schedule A with the proper performance of a MSO.

TOS SN-92: Gauging Data Quality Assurance and Quality Control

The NTP for this TOS was awarded with pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 67.43 percent OBE. As of December 9, 2018, Stantec achieved 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 74.27 percent OBE. This TOS is still active and will continue after Board adoption of the renewal option.

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As of December 9, 2018, the achieved subconsultant participation levels are as follows:

Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ BE/DVBE/OBE	(%) of Total Invoiced	(\$) Amount Invoiced to Date
H2Ometrics*	-	OBE	74.27%	\$82,865.39
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			0.00%	\$0.00
Total SBE Participation			0.00%	\$0.00
Total EBE Participation			0.00%	\$0.00
Total DVBE Participation			0.00%	\$0.00
Total OBE Participation			74.27%	\$82,865.39
Total Subconsultant Participation			74.27%	\$82,865.39
Prime Participation			25.73%	\$28,712.18
Total Invoiced to Date				\$111,577.57

*This subconsultant was added to the Consultant's approved Schedule A with the proper performance of a MSO.

Local Business Preference (LBP) Program

The LBP Program, which was established by Ordinance No. 181910, did not have any bearing on who was selected for the on-call list since all 25 proposers that responded to the RFQ were selected. However, only nine consultants are qualified for the LBP Program. Table 22 shows the qualified consultants for the LBP Program.

No.	Consultants
1	AECOM
2	ARCADIS
3	Black & Veatch Corporation
4	CDM Smith, Inc.
5	HDR Engineering, Inc.
6	Parsons
7	Psomas
8	Stantec
9	URS

Other City Requirements

All 24 Consultants shall continue to comply with all of the City's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligation Ordinance
- City Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Contractor's Use of Criminal History for Consideration of Employment Applications
- Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance

Disclosure of Border Wall Contracting Ordinance

Contractors shall comply with Los Angeles Administrative Code Section 10.50 *et. seq.*, "Disclosure of Border Wall Contracting." City may terminate these Contracts at any time if City determines that Contractors failed to fully and accurately complete the required affidavits and

disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

Notification of Intent to Contract

The required Notifications of Intent to Contract were filed with the City Administrative Office (CAO) Clearinghouse on September 18, 2012.

Charter Section 1022

On August 3, 2011, the CAO determined and concluded that there was insufficient existing City staff to perform these services and that contracting was in the best interest of the City.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (L.A.A.C.), the appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section upon completion of the contracts.

Contract Responsibility Ordinance

All consultants participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render that consultant's contract subject to termination pursuant to the conditions expressed therein.

Contract Administration

Responsibility for administration of the contracts will be with LASAN.

Headquarters and Work Force Information

The following are headquarters and work force information of the 24 Consultants:

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Table 24: Headquarters and Work Force Information of the 24 Consultants

No.	Consultants	Address	Total # of Employees	# of Employees Residing in LA	% of Employees Residing in LA
1	Hazen and Sawyer, P.C.	1150 S. Olive Street, Suite 475 Los Angeles, CA 90015	942	15	1.59
2	Black & Veatch Corporation	11401 Lamar Ave. Overland Park, KS 66211	9,457	2	0.02
3	Carollo	2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598	970	4	0.41
4	Atkins	4030 W. Boy Scout Blvd., Suite 700 Tampa, FL 33607	2,442	2	0.08
5	Brown and Caldwell, Inc.	1000 Wilshire Blvd., Suite 1690 Los Angeles, CA 90017	1,516	5	0.33
6	AECOM	515 S. Flower Street, 3 rd Floor Los Angeles, CA 90071	21,788	710	3.26
7	AKM	553 Wald Irvine, CA 92618	25	0	0.00
8	TRC Solutions	21 Griffin Road North Windsor, CT 06095	4,389	8	0.18
9	Tetra Tech, Inc.	350 South Grand Ave., Suite 3310 Los Angeles, CA 90071	13,991	50	0.36
10	MARRS	340 E. Commonwealth Ave. Fullerton, CA 92832	61	10	16.39
11	ARCADIS	630 Plaza Drive, Suite 100 Highlands Ranch, CO 80129	4,772	26	0.54
12	LWA	1480 Drew Avenue, Suite 100 Davis, CA 95618	50	5	10.00
13	RMC Water and Environment	41 Hutchins Drive Portland, ME 04102	1,000	5	0.50
14	Parsons Brinckerhoff	444 S. Flower Street, Suite 800 Los Angeles, CA 90071	6,820	24	0.35
15	APTIM	18100 Von Karman, Suite 450, Irvine, CA 92612	8,000	11	0.14
16	Psomas	555 S. Flower Street, Suite 4300 Los Angeles, CA 90071	540	70	12.96
17	Kennedy/Jenks	303 Second Street, Suite 300 South San Francisco, CA 94017	452	1	0.22

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No.	Consultants	Address	Total # of Employees	# of Employees Residing in LA	% of Employees Residing in LA
18	HDR	3230 El Camino Real, Suite 200 Irvine, CA 92602	9,788	26	0.27
19	D R Consultants and Designers, Inc. (DRCD)	400 South Hope Street, Suite 1100 Los Angeles, CA 90071	36	13	36.11
20	CDM Smith, Inc.	600 Wilshire Blvd., Suite 750 Los Angeles, CA 90017	5,055	34	0.67
21	CH2M	9191 South Jamaica Street Englewood, CO 80112	19,429	18	0.09
22	Parsons	100 West Walnut Street Pasadena, CA 91124	7,905	65	0.82
23	GeoSyntec	900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	1,300	10	0.77
24	Stantec	300 N. Lake Ave., Suite 400 Pasadena, CA 91101	1,663	20	1.20

PROGRAM REVIEW BY DIRECTOR (PRD) / PROGRAM REVIEW COMMITTEE (PRC)
APPROVAL

Prior to issuing, all task orders are reviewed and approved by the Director of LASAN through either the PRC or PRD process.

STATUS OF FINANCING

Exercising the 5-year renewal is for a time extension only. Funds and appropriations for each TOS are determined and verified at the time the TOS is executed. Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations, once determined by the Director of LASAN or designee, will be reviewed and certified by the Director of the Office of Accounting or designee, as to the status and availability of funding in the awarding board report for TOS greater than \$150,000.

Notwithstanding any other provisions of the Contracts, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractors unless the City shall have first make an appropriation of funds equal to or in excess of its obligation to make any

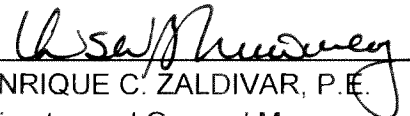
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payments as provided in the Contracts.


The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and The City shall have no obligation to pay for the services, purchases or expenses. The Contractors shall have no obligation to provide any services, any equipment, or incur any expenses in excess of the appropriation, amount(s) until the City, appropriates additional funds for the Contracts.

Respectfully Submitted,



for ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Assistant Director
Bureau of Contract Administration


JOHN L. REAMER JR., Director
Bureau of Contract Administration

REVIEWED AND APPROVED BY:


LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 7/8/19

Prepared by:
Thu-Van Ho, WESD
(323) 342-6229

Request for Qualifications

(RFQ)

FOR

ON-CALL CONSULTANTS LIST

LA SANITATION AND ENVIRONMENT



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

Barbara Romero, Director

RFQ [INSERT DATE] Issuance Date:

**CITY OF LOS ANGELES
LA SANITATION AND ENVIRONMENT**

**Request for Qualifications
for
ON-CALL CONSULTANTS LIST**

**PLANNING AND TECHNICAL SUPPORT FOR LA SANITATION AND
ENVIRONMENT'S CLEAN WATER, ENVIRONMENTAL QUALITY, SOLID
RESOURCES AND WATERSHED PROTECTION PROGRAMS**

This Request for Qualifications (RFQ) is a solicitation for Statements of Qualifications (SOQs) from experienced consultants to provide expert consulting and implementation services on an on-call/as-needed basis for LA Sanitation and Environment's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs. SOQ must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response and may be incorporated into any subsequent CONTRACT(S) between the City of Los Angeles and the selected PROPOSER(S).

One (1) copy of the SOQ and required documents in searchable PDF format must be submitted by 2:00 p.m. PST on [\[INSERT DATE\]](#). Due to file size limitations for email attachments "one (1) copy" may comprise multiple files segmented and organized into sections per Section 3.3 Submission Content.

Refer to Appendix A - Form A.3 On-Call Consultants List RFQ Submission Checklist which must be completed and submitted with the SOQ.

The SOQ and all required documents should be submitted via email to Wanda Epps at

san.oncall@lacity.org.

Mandatory Pre-Submittal Meeting

The City will conduct a pre-proposal meeting for PROPOSERS. Attendance at this meeting is mandatory for a proposal to be considered responsive. Failure to attend the meeting will result in the PROPOSER'S proposal being deemed non-responsive. The **mandatory pre-submittal meeting** to discuss the contents of this RFQ will be held for all interested PROPOSERS on:

DATE: [\[INSERT DATE\]](#)

TIME: [\[INSERT TIME\]](#) Pacific Standard Time (PST)

LOCATION: Virtual Meeting Details TBD

CONTACT: Wanda Epps

EMAIL: san.oncall@lacity.org

CITY staff will be available at the pre-submittal meeting to answer questions, clarify RFQ requirements, and further explain the Department of Public Works Business Inclusion Program (BIP) outreach requirements and other mandated CITY policies and programs. All firms interested in this contracting opportunity are required to attend this meeting. Failure to attend will result in withdrawal of the SOQ for non-compliance. **It is expected that PROPOSERS attending the mandatory pre-submittal meeting will have reviewed the RFQ, along with the attachments.**

This pre-proposal meeting is mandatory for all parties that intend to submit an SOQ in response to this Request for Qualifications (RFQ). Failure to attend the pre-proposal meeting will result in the PROPOSER's SOQ being deemed non-responsive, and the PROPOSER shall be disqualified for this RFQ.

Technical Questions

PROPOSERS shall direct all technical questions in writing via email at least five (5) business days prior to the pre-proposal meeting to:

Wanda Epps
san.oncall@lacity.org

SOQ DUE DATE:
[\[INSERT DATE\]](#) BY [\[INSERT TIME\]](#) PST

The questions and responses will be discussed at the pre-proposal meeting. A copy of **all**

questions and responses (prior to and at the pre-submittal meeting) will be posted on the [Regional Alliance Marketplace for Procurement \(RAMP\)](#) as an addendum to the RFQ. The identity of PROPOSERS submitting questions will not be disclosed in the addendum. Only written responses may be considered part of the RFQ requirements and may be incorporated into any subsequent CONTRACT(s) between the CITY and the selected PROPOSER.

Questions pertaining to any of the attachments relating to CITY Contractual Requirements should be directed to the contact person/department referenced in the respective attachments.

Business Inclusion Program

PROPOSERS are required to perform a BIP (Business Inclusion Program) outreach (see Section 5.1.13) to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) SUBCONSULTANTS/SUBCONTRACTORS, which must be completed on the [Regional Alliance Marketplace for Procurement \(RAMP\)](#). All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. on the calendar day following the day of the RFQ response submittal deadline.

Failure to comply with the CITY'S BIP outreach requirement will render the RFQ response "non-responsive" and result in its rejection. Therefore, prospective PROPOSERS are strongly encouraged to refer **Appendix B - Attachment 12 Business Inclusion Program (BIP) Outreach Requirements**. LASAN staff will be available at the meeting to answer questions about this process.

PROPOSER Responsibility

It is the sole responsibility of the PROPOSER to ensure that SOQs are received as noted above by the due date and time. SOQs received after the exact date and time indicated will be deemed non-responsive and be excluded from consideration. The only proof of timely receipt from LASAN will be the date/time on the PROPOSER'S email sent to san.oncall@lacity.org. PROPOSER'S will be sent a "received" reply email in response to receiving a PROPOSER'S proposal. LASAN is not responsible for glitches or downtimes within its own or a PROPOSER'S electronic systems. PROPOSERS are encouraged to submit a proposal in sufficient time to receive a "received" reply email prior to the proposal submission deadline.

The RFQ, attachments and addenda will be posted on [RAMP](#).

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Section 1. GENERAL INFORMATION

1.1 SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner effect the scope, meaning, or intent of the provisions of this document.

1.2 DEFINITIONS

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT/ CONTRACT	The contractual agreement between the CITY and the selected PROPOSER.
BIP	Business Inclusion Program
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY CONTRACT PROJECT MANAGER	The CITY'S designated representative for all issues related to this RFQ.

CONTRACT	The Contractual agreement between the CITY and the selected PROPOSER
CONSULTANT	The selected PROPOSER(S) selected by the CITY through the evaluation process.
CONTRACT PROJECT MANAGER	The CONSULTANT'S designated representative for all issues related to this CONTRACT.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY
LA Sanitation and Environment/ LASAN	The Bureau of Sanitation of the Department of Public Works of the City of Los Angeles.
LBP	Local Business Preference
LWO	Living Wage Ordinance
MBE/WBE/SBE/EBE/ DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/ Other Business Enterprise
NAICS	North American Industry Classification System
NTP	Notice to Proceed
ON-CALL CONSULTANTS LIST	List of the selected PROPOSER(S) selected by the CITY through the evaluation process that negotiated a contract with the CITY as a Prime Consultant.
PROPOSER	A contractor/vendor who has submitted an SOQ for evaluation in response to this Request for Qualifications (RFQ) for LASAN Landscape and Site Services
RAMP	Regional Alliance Marketplace for Procurement: online system used by businesses to register to do business with the City of Los Angeles.
RFQ	Request for Qualifications
SERVICE CATEGORY / SERVICE CATEGORIES	Category of work as classified by the NAICS to be performed under this CONTRACT.

SOQ	Statement of Qualifications
SUBCONSULTANT	Any subconsultant, supplier, or vendor, broker, etc. of any tier that performs work and/or supplies materials or equipment on the CONTRACT.
TOS	Task Order Solicitation (TOS): Tool used to acquire a defined set of services for a specified duration.
WRO	Worker Retention Ordinance

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.3 INTRODUCTION

The City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) owns and operates four (4) Water Reclamation Plants, over 44 Wastewater Collection System facilities, several Solids Resources facilities, and various Watershed Protection facilities. These facilities require specialized technical services support.

The purpose of this Request for Qualifications (RFQ) is to **solicit Statement of Qualifications (SOQs)** from PROPOSERS interested in providing highly specialized technical services to support its Clean Water, Environmental Quality, Solid Resources, Watershed Protection Programs and related services on an **as-needed or emergency basis**. The selected CONSULTANTS will be placed on an ON-CALL CONSULTANTS LIST and will be limited to an initial CONTRACT term of five (5) years with, at the CITY'S discretion, one (1) optional five-year extension. The consultant services may include but are not expressly limited to the scope of work discussed in Section 2.

At the discretion of the Director and General Manager of LASAN, the CITY may consider conducting an open enrollment at the midpoint of the CONTRACT term depending on usage and the needs of LASAN. Any consultant who has not previously responded to this RFQ, or whose SOQ was rejected, may submit a SOQ for consideration by LASAN staff for the purpose of establishing eligibility to be added onto the on-call consultant list.

LASAN will evaluate the written responses to this RFQ to establish an ON-CALL CONSULTANTS LIST. Work will be requested via Task Order Solicitations (TOSs) distributed through the [RAMP](#) and issued to all firms on the ON-CALL CONSULTANTS LIST.

It is LASAN'S intention to **develop an ON-CALL CONSULTANTS LIST that contains approximately 15 firms** that can provide one or more of the services listed in Section 2.2 SERVICE CATEGORIES.

1.3.1 Familiarity With RFQ

PROPOSERS must be thoroughly familiar with the scope of work and performance requirements discussed in this RFQ. The CITY may disqualify any proposer that fails to demonstrate such familiarity in the SOQ.

1.3.2 SOQ Costs

In no event will the CITY be liable for any costs incurred by any proposer or any other party in developing or submitting an SOQ.

1.4 TASK ORDER SOLICITATION

A Task Order Solicitation (TOS) document will set forth an individual project specific scope of work and/or defined set of tasks to perform services with a specified duration. Task Order

Solicitations can either be a job requiring routine work to last for the duration of the CONTRACT or an “As-Needed” type job that can be completed in days, weeks, months, or years.

It is anticipated that most of the TOSs to be issued under the CONTRACT will be under \$1,000,000. Qualified PROPOSERS must be able to perform the scope of work discussed in Section 2 where project costs may vary between approximately \$50,000 and \$6,000,000.

1.5 RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION

The CITY will negotiate a contract with each firm selected for the on-call list. The CITY reserves the right to revise the RFQ, withdraw the RFQ, reject any response for non-compliance with the RFQ provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the CITY.

The CITY reserves the right, at its discretion, to pursue any or all the following actions regarding this RFQ:

1. Select and enter into an agreement with the PROPOSER who, in the CITY’S sole judgment, is responsive to the RFQ and whose SOQ will satisfy the interests of the CITY, and not necessarily based on price alone or any other single factor.
2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all SOQs, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFQ, and to withdraw this RFQ, with or without the substitution of another RFQ.
6. Extend the time of submittal for this RFQ.
7. Short-list any or all SOQs and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take any other action it deems in its best interest.

The CITY may still consider SOQs that contain provisions that deviate slightly from the requirements in this RFQ, in the event the deviation(s) are not considered material. However, if a PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFQ does not obligate the CITY or any of its member agencies to accept any SOQ, negotiate with any PROPOSER, award a contract, or proceed with the development of any project proposed in response to this RFQ.

1.5.1 Accessing RFQ Documents (RAMP)

This RFQ is subject to revision after the date of issuance via written addenda. A copy of all such written addenda will be posted on the [Regional Alliance Marketplace for Procurement \(RAMP\)](#) website. To download the RFQ, the **PROPOSERS must register for an Angeleno**

Account. Registration in the Angeleno Account app is now required to log into RAMP. Registration is free of any fees. The downloadable version from RAMP includes: (1) the RFQ (including all attachments) and (2) addenda to the RFQ. It is each PROPOSER'S responsibility to obtain all RFQ addenda prior to submitting its SOQ.

If a PROPOSER wants to access its same RAMP vendor account within the Angeleno Account app, PROPOSER will need to create an Angeleno Account with the same email address as used to register for RAMP. For more information about and to register for an Angeleno Account please visit: <https://angeleno.lacity.org/>.

If the PROPOSER has any doubt as to the true meaning of any part of this RFQ, or if any discrepancies in or omissions from this RFQ are discovered by the PROPOSER, a written request for an interpretation or correction may be submitted to the City Contact (see Section 3.3.1) for response. The PROPOSER submitting the request will be responsible for delivery no later than the stated deadline for receipt of written questions. The CITY will not be responsible for any other explanation or interpretations of the documents.

1.5.2 Technical Questions

All technical questions regarding the RFQ shall be submitted to the email address below in writing at least five (5) business days prior to the Pre-Proposal Meeting date. If the CITY deems it necessary to answer any questions, copies of all questions and responses will be posted on [RAMP](#) as an addendum to the RFQ. The identity of PROPOSERS submitting questions will not be disclosed in the addendum. Only written responses may be part of the RFQ requirements and may be incorporated into any subsequent CONTRACT(S) between the CITY and the selected PROPOSERS.

PROPOSERS shall direct all technical questions in writing via email to:

Wanda Epps

san.oncall@lacity.org

**City of Los Angeles
LA Sanitation and Environment
Administration Division
Centralized Contract Unit
On-Call Operations**

PRE-SUBMITTAL MEETING DATE: [INSERT DATE] BY [INSERT TIME] PST

SOQ DUE DATE: [INSERT DATE] BY [INSERT TIME] PST

Section 2. SCOPE OF SERVICES

2.1 SCOPE OF WORK

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

2.1.1 Clean Water Program

Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, Odor Control Implementation and Testing, and Pilot/Special Studies.

2.1.2 Recycled Water Program

Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization and Water Recycling, Engineering Services, Research and Development of New Technologies, Regulatory Compliance Requirements, Pilot/Special Studies.

2.1.3 Biosolids Program

Planning, Scientific and Technical Issues, Maintenance and Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements.

2.1.4 Watershed Protection Program

Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements.

2.1.5 Solid Resources Program

Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Waste Diversion Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements.

2.1.6 Landfill Post Closure Maintenance

Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Site Studies, Site Design, Construction Management Support, and Technology Implementation.

2.1.7 Compost Operations

Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Regulatory Compliance and Permit Support, Facility Studies, and Technology Implementation.

2.1.8 Solid Waste Transfer Station

Facility and Operation Studies, Engineering Designs, Construction Management Support, Unit Process Evaluation, Automation, and Technology Implementation.

2.1.9 Environmental Quality Program

Operational and Community-level Greenhouse Gas (GHG) Inventory Preparation, GHG Emissions Projections and Analysis, GHG Inventory Verification, Climate Action Planning, Climate Risk Assessment and Evaluation, GHG Estimation and Inventory Protocol/Methodology Development, Biodiversity, Clean Up Green Up, Comprehensive Cleaning and Rapid Engagement (CARE) support, and Brownfield projects including, but not limited to, EPA grant-funded areawide inventories, Phase I and Phase II environmental site Assessments, cleanup plans, and clean ups.

2.1.10 Financial Revenue and Bond Program

Financial Analysis, Financial Screening, Funding Sources, review of current rate structure.

2.1.11 Strategic Planning/Safety and Training Program

Specialized Training and Human Resources Development, support LASAN's ongoing labor-management strategic planning effort.

2.1.12 Quality Assurance/Value Assessment

Review feasibility, constructability and cost-effectiveness of recommended projects and programs.

2.1.13 Support Services

Provide support services to critically and urgently needed system enhancements, programs, and service upgrades, or certain pilot projects/programs.

2.1.14 Public Outreach/Education Program

Including, but not limited to, communicating, and coordinating with community groups, arranging community meetings and public hearings, media outreach, developing and/or using social media, and preparing printed, digital, or electronic literature for public dissemination. Procurement of services to support community events including but not limited to Earth Day

LA. Procurement of transportation services for specifically identified schools and agencies to participate in on-site tours.

2.1.15 Pretreatment Program

Engineering Services Local Limit Program Development, Chemicals of Emerging Concern Research, Pollution Prevention, Environmental Management, Education, and Outreach of LA Industry Fats, Oil, and Grease (Circular Economy Development, Green Chemistry, Biomimicry and Process Improvements), Billing, Permitting and Enforcement regulatory standards and compliance, Local and Federal regulatory training, Environmental Justice, and Monitoring, Sampling and Reporting.

2.1.16 Water Quality Projects (WQPs) Development and Evaluation

Develop and prepare concept reports, project design reports, feasibility reports, specifications, cost estimates, design plans, and bid packages.

2.1.17 Evaluate and Enhance Best Management Practices (BMPs) regarding Water Quality (WQ) Technology Development

Develop and enhance BMPs for WQ design, Operations and Maintenance (O&M), and watershed applications and modeling including new BMPs technologies.

2.1.18 Develop Stormwater Technology Projects

Construct physical structures, design programs, install, and test using BMPs.

2.1.19 WQPs Optimization

Optimize completed WQ projects to ensure they operate as designed and to improve upon O&M functionality.

2.1.20 WQPs Monitoring

Provide specialized laboratory analytical services, support various water quality monitoring programs, collect water samples.

2.1.21 WQPs O&M

Provide specialized and supportive services, asset management, standard operating procedure (SOP) development, database and modelling, life cycle analysis, replacement cycles determination, and project observation reports.

2.1.22 WQPs Training

Train LASAN personnel on BMPs for O&M, and other specialized BMPs technologies.

Actual Task Order Solicitations may include some or all the activities listed above.

2.2 SERVICE CATEGORIES

PROPOSERS who can provide services under the following SERVICE CATEGORIES, but not expressly limited to, will be considered for the ON-CALL CONSULTANTS LIST as a Prime Consultant. PROPOSERS shall submit an SOQ and demonstrate expertise in one or more of the following Service Categories:

NAICS Codes	Service Categories (Work Areas)
523999	Miscellaneous Financial Investment Activities
541330	Engineering Services
541340	Drafting Services
541380	Testing Laboratories
541611	Administrative Management and General Management Consulting Services
541620	Environmental Consulting Services
562111	Solid Waste Collection
562112	Hazardous Waste Collection

2.3 ASSIGNMENT OF WORK

Task Order Solicitations (TOSs) will be issued to all firms on the on-call list and will be distributed through the RAMP. A TOS will be prepared by LASAN and all CONSULTANTS/CONTRACTORS on the list will be asked to submit proposals on an upcoming project. The size of the project may be in the range from \$50,000 and \$6,000,000. For each desired Task Order, the project will be awarded to the on-call consultant whose proposal represents the best overall value to the CITY for the requested work.

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

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

2.3.1 Compensation Types

Compensation for CONSULTANT/CONTRACTOR services will be based on a Cost Reimbursement or Lump Sum method. Individual Task Orders will state the type of compensation method.

For the Cost Reimbursement method, CONSULTANTS/CONTRACTORS can either be reimbursed on a Billing Salary Rate, with added CONSULTANT/CONTRACTOR Office or CITY Office overhead and ten percent (10%) profit, or on an Hourly Billing Rate.

The CONSULTANT/CONTRACTOR Office (Home) overhead rate will be the actual CONSULTANT'S/CONTRACTOR'S overhead rate, but not to exceed a maximum of 180 percent for CONSULTANT personnel located in the CONSULTANT'S/CONTRACTOR'S office.

The CITY Office (Field) overhead rate, for CONSULTANT/CONTRACTOR personnel on assignment at one of the CITY'S offices for a period exceeding one month, will be the CONSULTANT'S/CONTRACTOR'S **actual overhead rate, but not to exceed a maximum of 155 percent.**

The Hourly Billing Rate includes the CONSULTANT'S/CONTRACTOR'S overhead and profit. For each of the categories named above, Hourly Billing Rates for the CONSULTANT'S/CONTRACTOR'S personnel to be used on projects will be requested at the time of CONTRACT negotiations.

The CITY reserves the right to negotiate final Hourly Billing Rates, Hourly Salary Rates, and all overhead rates. The CITY will require the following documentation to support the stated overhead rates at the time of negotiation:

1. Prime Consultant Field and Home Office Overhead Rates
 - a. Federal or State audited overhead rates including backup documentation **OR**
 - b. Overhead rates calculated and signed by the CONSULTANT'S/CONTRACTOR'S Certified Public Accountant (CPA) including backup documentation **OR**
 - c. CONSULTANT'S/CONTRACTOR'S internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.
2. Field and Home Office Overhead Rates for SUBCONSULTANTS/SUBCONTRACTORS listed in your SOQ
 - a. Federal or State audited overhead rates including backup documentation **OR**
 - b. Overhead rates calculated and signed by the SUBCONSULTANT'S/SUBCONTRACTOR'S CPA including backup documentation **OR**
 - c. SUBCONSULTANT'S/SUBCONTRACTOR'S internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.

This overhead documentation is **not required to be submitted** as part of your SOQ but will be required if your firm is selected for negotiations.

In certain circumstances, it may be necessary to assign a sole source Task Order to a consultant on the on-call list. A sole source proposal may be solicited from any on-call consultant on the list subject to BOARD approval.

For each Task Order Solicitation for which qualifications are provided, CONSULTANTS will be asked to indicate which services would be provided directly by the CONSULTANT, and to identify the SUBCONSULTANTS proposed, if any, and their MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE status (**Appendix B (Compliance Forms and Information), Attachment 12**). The

SUBCONSULTANTS listed on Schedule B must be obtained from the potential SUBCONSULTANTS listed on **Schedule A in Appendix B (Compliance Forms and Information), Attachment 12**. The CITY TOS PROJECT MANAGER may, at his or her discretion, request CONSULTANTS to complete an entire project, a portion or phase of a project, or multiple tasks within a project.

Schedule A - LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS shall be submitted as part of this RFQ. A blank Schedule B - TASK WORK ORDER LIST OF SUBCONSULTANTS is included for reference only and does not need to be submitted as part of this RFQ.

Please refer to Appendix B (Compliance Forms and Information), Attachment 12 - Business Inclusion Program Outreach.

2.3.2 Subcontracts

The CONSULTANT may subcontract with others for the performance of any portion of the resultant CONTRACT. Some **potential subconsulting opportunities have been listed in Section 5.1.13.1**. The list of subconsulting opportunities is intended to be used for informational purposes only.

The requirements of this RFQ and any resultant contract shall apply to all SUBCONSULTANTS in the same manner as to the CONSULTANT. In particular, the CITY will not pay, even indirectly, the fees and expenses of SUBCONSULTANTS that do not conform to the provisions and documentation requirements of the resultant CONTRACT.

General and administrative fees for the management of SUBCONSULTANTS will be limited to five percent (5%) of the actual charges billed by the SUBCONSULTANTS.

Section 3. SOQ SUBMISSION REQUIREMENTS

3.1 Submittal Deadline

PROPOSAL DUE

DATE: [INSERT DATE]

TIME: [INSERT TIME] Pacific Standard Time (PST)

Electronic Copy Submittal:

Attention: Wanda Epps

Email to: san.oncall@lacity.org

Subject Line: SOQ On-Call Consultants List RFQ - [INSERT COMPANY NAME]

Proposal PDF Filename:

Copy of SOQ for On-Call Consultants List RFQ_[INSERT COMPANY NAME]

Submission of an SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

The SOQ must be signed by an authorized member of the PROPOSER'S business and, if applicable, confidential materials (including any statement of defense for actions brought against the CITY) can be entirely blacked out consistent with Section 5.2 Confidential Information.

Each PROPOSER assumes full responsibility for the timely delivery of its SOQ to the specified email address. **Any SOQ received after the submittal deadline will be deemed nonresponsive and that PROPOSER will be eliminated from consideration.** A receipt acknowledgement will be issued via email upon receipt of the SOQ package. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the SOQ review process.

3.2 Submission Format

All SOQ originals shall:

1. Be one (1) PDF copy of all required documents segmented and organized into sections per Section 3.3 Submission Content
2. Be typed in 8-1/2 by 11-inch format
3. Not to exceed twenty (20) narrative pages, excluding the transmittal letter, index or table of contents, front and back cover, title pages/separation pages, appendices, and required CITY documents, resumes, references and printed materials
4. Have continuously numbered pages
5. Not be faxed

Due to file size limitations for email attachments "one (1) PDF" may comprise multiple files segmented and organized into sections per Section 3.3 Submission Content.

Any materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between the CITY and the selected consultant. **Faxes will not be accepted.**

3.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the PROPOSER'S responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, **should not contain standard marketing or other general materials**. It is the PROPOSER'S responsibility to modify such materials so that only directly relevant information is included in the SOQ.

A statement that it is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham SOQ, or any other person, firm, or corporation to refrain from responding, and that the respondent has not in any manner sought by collusion to secure for itself an advantage over any other respondent.

All SOQs shall be **written in English**, be **concise and clear**, and be **organized into sections in the following titles and order**:

- 1) Transmittal Letter (Mandatory Requirement)
- 2) Title page
- 3) Authorized Signature form
- 4) Document Checklist
- 5) Table of Contents
- 6) Executive Summary
- 7) General Company and Staff information
- 8) Headquarters and Workforce Information
- 9) Qualifications and Technical Requirements
- 10) Performance Narratives
- 11) Compensation (hourly rates, overhead, profit and markup)
- 12) Appendix A – Affirmation and Checklist Forms
- 13) Appendix B – Compliance Forms and Information

Appendix A and Appendix B both contain forms that must be completed and submitted with the SOQ.

3.3.1 Transmittal Letter

It is mandatory that the PROPOSER submit a transmittal letter on the PROPOSER'S letterhead. The letter must be signed by an authorized representative of the PROPOSER who is empowered to sign such material and to commit the PROPOSER to the obligations contained in the SOQ. If PROPOSER is a corporation or a limited liability company (LLC), an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If PROPOSER is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected, each member will be jointly and severally liable to the CITY for the obligations arising out of the CONTRACT between the joint venture and the CITY.

The transmittal letter must include:

- a) The name of PROPOSER'S authorized representative(s), address(es), phone number(s), and e-mail address(es).
- b) The identity of the individual(s) who will be the signatory(ies) to the CONTRACT with the CITY, if awarded to PROPOSER, including title(s), address(es), phone number(s), and e-mail address(es).

The transmittal letter shall be limited to two (2) 8 ½ x 11 inch pages and may include other information deemed relevant by the PROPOSER. **An SOQ that does not include a transmittal letter will be considered non-responsive and the PROPOSER will not be considered for a CONTRACT.**

The transmittal letter should be addressed to the City Contact:

Nancy Lantin
On-Call Consultants Contract Representative
Administration Division
LA Sanitation and Environment
1149 South Broadway Street, 9th floor
Los Angeles, CA 90015

3.3.2 Title Page

PROPOSER shall write this SOQ title, address of LASAN, due date, PROPOSER'S legal name and address.

3.3.3 Authorized Signature Form

Include the name and address of the firm and its Business Tax Registration Certificate (BTRC) number (if applicable). Identify the name, title, email, and phone number of the person(s) authorized to represent the firm.

The SOQ must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFQ. If the SOQ is made by a partnership of more than one company, a copy of the partnership contract, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided.

If made by a corporation, the SOQ must indicate the name and state, or country under which the corporation is incorporated, and the name, post office address, and federal tax identification number of the corporation.

If the SOQ is made by a corporation, a copy of the appropriate section of the bylaws, or a resolution of the board of directors of the corporation shall be furnished showing the authority of

the officer who has signed the SOQ and SOQ forms to execute CONTRACTS on behalf of the corporation.

If the SOQ is made by a joint venture, a copy of the joint venture contract, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, or other entities, the information specified in this paragraph must be provided for each entity. Each SOQ form submitted by a joint venture must be signed by all parties to the joint venture CONTRACT.

Refer to Appendix A (Affirmation and Checklists Forms), Form A.1 Authorized Signature.

3.3.4 Service Categories Selection Checklist

An indication of the SERVICE CATEGORIES for which the PROPOSER is submitting a SOQ must be completed and submitted with the SOQ.

Refer to Appendix A - Affirmation and Checklists Forms, Form A.2 – Service Categories Selection Checklist Form.

3.3.5 RFQ Submission Checklist

The RFQ Submission Checklist is a list of all documentation required to be included in response to this RFQ. Failure to include all the required information (in the form and format described herein) may result in the SOQ being deemed **non-responsive** and will be excluded from consideration.

Refer to Appendix A – Form A.3 RFQ Submission Checklist which must be included with SOQ.

3.3.6 Table of Contents

The PROPOSER shall prepare a table of contents to list all the sections included in the SOQ, designate appropriate page numbers to the right of each section name and include bookmarks to each section within the PDF document.

3.3.7 Executive Summary

The Executive Summary shall provide a brief overview and key highlights of the SOQ, including the firm's qualifications, experience and credentials, and a description of the firm's technical and project management approaches as required to meet the consultant evaluation criteria as outlined in Section 4.3. It is likely that the staffing requirements will vary from project to project over the duration of the contract. Describe the firm's approach, capability, and flexibility to adjust to varying staff requirements as the CITY'S needs and policies vary from one project to the next.

3.3.8 General Company and Staff Information

The SOQ shall include:

- 1) Legal name and address of the PROPOSER
- 2) Statement of PROPOSER Business Activity
- 3) Name, qualifications, educational and professional credentials, and experience, of officers and staff
- 4) Task assignments of each staff member
- 5) Financial qualifications (number of years with legal for-profit status, current financial status documentation, etc.)
- 6) Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this RFQ.

3.3.9 Headquarters and Workforce Information

It is the policy of the CITY to require all PROPOSERS or individuals seeking CONTRACTS with the CITY to report the headquarters address of the company and declare the percentage of the workforce residing in the CITY. SOQs shall include the following information:

- 1) Organization headquarters address
- 2) Addresses of all branch offices located within the CITY
- 3) Number of employees in the total workforce
- 4) Percentage of total workforce residing in the CITY
- 5) Percentage of total workforce employed in the CITY
- 6) Number of employees in each Los Angeles branch office
- 7) Percentage of workforce in each Los Angeles branch office residing in the CITY
- 8) Number of new positions and position types if awarded a CONTRACT.

3.3.10 Qualifications and Technical Requirements

SOQ shall include the PROPOSER'S minimum qualifications and experience as follows:

3.3.10.1 Number of Years in Business

The PROPOSER shall have been in business for a minimum of five (5) years and shall demonstrate a satisfactory record of performance by submitting a list of completed projects by NAICS Code(s) with references for verification.

3.3.10.2 Qualifications

An organization chart and list of key personnel as categorized below must also be provided, accompanied by a listing of the work to be performed; academic credentials; professional and/or requisite licensing, and/or certification documents as are required to perform the duties and/or services described in Section 2.0 Scope of Services.

The list of key personnel is to be categorized as:

- **Executives/Senior Managers/Line Managers**

- Professional Engineers, Licensed Architects and Other Professionals
- Engineers/Surveyors
- Other Technical/Professional/Accounting Staff
- Administrative/Support Staff

3.3.10.3 Evidence of Required Licenses

- 1) The PROPOSER must possess and maintain, current, valid, and appropriate California licenses, if applicable, for performance of work in the SERVICE CATEGORIES for which the PROPOSER is submitting an SOQ and must be properly registered with the State of California Department of Industrial Relations.
 - a. Professional Engineers, Licensed Architects and Other Licensed Professionals - PROPOSER shall provide documentation confirming that the licensed professional is licensed by the State of California.
- 2) The PROPOSER and its directors, officers, partners, agents, employees, and SUBCONSULTANTS, to the extent allowed hereunder, shall obtain and maintain compliance at all times with all Federal, State, and local laws, statutes, ordinances, rules, and regulations throughout the term of any contract resulting from this RFQ. It shall be the PROPOSER'S responsibility to determine which permits, clearances, certifications, licenses, and approvals are required for the CONSULTANT'S performance of work specified in this RFQ. The PROPOSER shall bear the total cost of obtaining and/or renewing all required permits and approvals. The PROPOSER certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.
- 3) The PROPOSER shall submit a copy of most recent licenses and permits required by the Federal, State, and local laws, statutes, ordinances, rules, and regulations.
- 4) The PROPOSER'S applicable California licenses may not have been suspended or revoked in the last five (5) years.

3.3.11 Performance Narratives

The PROPOSER must submit its history of conducting similar services as described in the Section 2.0 Scope of Services. It is expected that the PROPOSER shall provide a detailed description of similar work that it has provided for three (3) public and/or private entities during the past five (5) years, ten (10) years for construction contractors. This information shall include:

- a) Name of, and address of the client or jurisdiction
- b) Client contact name, position, phone number, and e-mail address
- c) Time period which PROPOSER is or was contracted to provide service to the client or jurisdiction
- d) Description of services or work performed. Each SOQ shall include descriptions and samples of past work performed on similar projects, (include type, size, scope, and time frames for each project). This information should demonstrate the PROPOSER'S experience, expertise,

and ability to perform all tasks within deadlines as required for the success of these services
e) The name, address, and telephone number of the representative responsible for administering the CONTRACT.

The CITY reserves the right to contact the clients listed at any time.

Additional information which further demonstrates the PROPOSER'S knowledge and ability to perform these services may be included.

3.3.12 Compensation (Schedule of Fees and Costs)

PROPOSER must submit a schedule of fees and costs including hourly rates, proposed overhead rates and profit for key personnel likely to be involved in CITY work assignments. The CITY will consider these rates if services are requested.

Compensation for services provided under the ON-CALL CONSULTANTS LIST CONTRACT shall be provided on a Cost Reimbursement - Hourly Billing Rate basis, Lump Sum basis, or a combination thereof, at the sole discretion of the CITY. For Cost Reimbursement, compensation is defined as the sum of: (1) Labor Cost at Hourly Billing Rates; (2) Other Direct Costs as defined in Section 3.3.12.3.4; (3) Subcontract Expenses, where applicable, as defined in Section 3.3.12.3.5; (4) Profit as defined in Section 3.3.12.3.1, Overhead as defined in Section 3.3.12.3.2, and Markup as defined in Section 3.3.12.3.3. For the Lump Sum basis, compensation is defined as in Section 3.3.12.2.

3.3.12.1 Cost Reimbursement - Hourly Billing Rate Basis

Cost Reimbursement - Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in the CONTRACT. The hourly billing rates shall be approved by the CITY TOS PROJECT MANAGER for CONSULTANT employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, general and administrative overhead, and other business expenses incurred by CONSULTANT. Reimbursements for Other Direct Costs and Subcontract Expenses shall be in accordance with Section 3.3.12.3.4 and 3.3.12.3.5 of the RFQ.

When SUBCONSULTANT use is applicable, Hourly Billing Rates are negotiated by CONSULTANT and CITY TOS PROJECT MANAGER per TOS. Except for rates for employees covered under prevailing wage requirements as described in Section 5.1.15, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT'S CONTRACT execution and are subject to the approval of the CITY TOS PROJECT MANAGER.

Any adjustments to SUBCONSULTANT'S Hourly Billing Rates shall be reviewed and approved by the CITY TOS PROJECT MANAGER prior to invoicing. Adjustments to SUBCONSULTANT'S Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT'S CONTRACT execution and are subject to approval of the CITY TOS PROJECT MANAGER. Any such increases shall be in accordance with established CITY policy existing at the time the adjustment is approved.

PROPOSER shall submit proposed hourly rates, exclusive of overhead and profit, for key personnel in the SERVICE CATEGORIES for which the PROPOSER is submitting an SOQ. The proposed hourly rates will be used as part of the basis for negotiation after selection of the selected PROPOSER(S). The CITY reserves the right to negotiate final hourly rates for this SOQ.

3.3.12.2 Lump Sum

Lump Sum Basis is a method of compensation whereby CONSULTANT is compensated for percent completion of designated milestones for a specific project. All of CONSULTANT 'S costs including hourly rates, overhead, direct costs, subcontract expense, mark up, and profit are included in the lump sum amount.

3.3.12.3 Profit, Overhead, and Markup

The proposed overhead and profit will be used as part of the basis for negotiation after selection of the selected PROPOSER(S).

3.3.12.3.1 "Profit" shall be five percent (5%) applied to "Hourly Billing Rates", and "Materials and Supplies"

3.3.12.3.2 "Overhead" shall be ten percent (10%) and shall be applied to summation of "Other Direct Costs" and "Subcontract Expenses".

3.3.12.3.3 "Markup" shall be ten percent (10%) applied to "SUBCONSULTANT Expenses", and "Other Direct Costs".

3.3.12.3.4 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment owned or rented by CONSULTANT (any equipment purchased and billed to the City under this project shall become the property of the CITY), auto mileage charges (based on IRS allowable amounts), materials, permits, third party inspection or evaluation fees, sales tax, and supplies used in the work. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT 'S location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY-sponsored travel.

3.3.12.3.5 "Subcontract Expenses"" shall be the actual amount paid by CONSULTANT to SUBCONSULTANT for their services to the CITY.

3.3.13 City Contractual Requirements and City Policy Forms

PROPOSER shall adhere to all City Contractual Requirements and complete and submit all specified forms in the **Appendix B – Compliance Forms and Information**. Failure to submit all forms in the attachments may be considered non-responsive and constitute a basis for rejection of the SOQ.

Section 4. SOQ EVALUATION AND SELECTION

4.1 General Evaluation Procedure

The submission of an SOQ by PROPOSER shall constitute acknowledgement of acceptance of all terms and conditions set forth in this RFQ unless otherwise expressly stated. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other information requested in this RFQ.

In general, the procedure for evaluation of SOQs will consist of the following:

- CITY staff will open the SOQs.
- CITY staff will review the SOQs to determine if Responsiveness Requirements and Mandatory (Pass/Fail) Requirements are met.
- CITY staff will attempt to contact references and verify information relating to representative projects.
- For those SOQs that meet the Responsiveness Requirements and Mandatory Requirements, the SOQ evaluation criteria (Section 4.3) will be scored (100 total points possible) by an evaluation committee composed of CITY staff.
- The PROPOSERS that achieve a score of 70 percent or higher will be interviewed (if needed) to further determine their qualifications based on the same criteria noted above.
- If a PROPOSER has complied with other CITY requirements as outlined in this RFQ, a contract may be negotiated with each one and they will be randomly placed on the pre-qualified as-needed ON-CALL CONSULTANTS LIST containing approximately 15 firms.
- PROPOSERS that submitted an SOQ will be notified whether they were selected for a CONTRACT with the CITY via a letter and/or email. SOQs received from PROPOSERS will not be returned.
- A CONTRACT will be negotiated with each selected PROPOSER.

During the SOQ evaluation process, written questions or requests for clarifications may be submitted to one or more PROPOSER(S) regarding its SOQ or related matters. Failure to respond to questions by the due date to any such questions or requests may be grounds for elimination of the PROPOSER from further consideration. PROPOSER is responsible for the accuracy of its SOQ. Discrepancies between words and figures will be resolved in favor of the words.

4.2 Responsiveness Requirements

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. PROPOSERS must comply with all terms and conditions of this RFQ, including, without limitation, the requirement to provide all documentation requested in this RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as nonresponsive. At its sole discretion, however, the CITY may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

The CITY will identify and document any missing information and solely at the CITY'S discretion, the CITY may ask for clarification or additional information from the PROPOSERS.

PROPOSERS with verifiable experience in one or more SERVICE CATEGORIES listed in Section 2.2 may be deemed responsive and may be selected as a CONSULTANT to the ON-CALL CONSULTANTS LIST if all other terms and conditions of this RFQ are met.

4.3 Evaluation Criteria

The evaluation criteria are intended to allow the CITY to evaluate specific aspects of a PROPOSER'S experience, technical competence, and capability to perform work specified in this RFQ. The scoring of the evaluation criteria and each sub-factor will be based upon the rating set forth in the EVALUATION CRITERIA SCORING TABLE below, and the information provided in the PROPOSER'S SOQ.

The CITY will evaluate the responsive SOQs by scoring the evaluation criteria set forth below.

The PROPOSERS that achieve a score of 70 percent or higher will be invited to an interview (if needed) to further determine their qualifications based on the criteria noted above and below.

If a PROPOSER has complied with other CITY requirements as outlined in this RFQ, a contract will be negotiated with each one and they will be randomly placed on the pre-qualified as-needed ON-CALL CONSULTANTS LIST with the **intent of having approximately 15 prime firms on the ON-CALL CONSULTANTS LIST** that can provide services as listed in Section 2.2 SERVICE CATEGORIES.

The total number of points that will be used to evaluate its all the factors for this RFQ is 100, allocated as shown in the following table.

Evaluation criteria	Evaluation/Maximum Possible Points
Pass/Fail Criteria	
Part 1 - Fatal Flaw Review	Pass/Fail
Part 2 - PROPOSER'S Profile	Pass/Fail
Qualitative Criteria	
Part 3 – Qualifications, Experience, and Expertise	20
Part 4 – Personnel Qualifications, Experience, and Expertise	20
Part 5 - Technical Approach	20
Part 6 – Project Management Approach	20
Part 7 – Compensation	20
TOTAL	100

Additional descriptions of these selection and evaluation criteria are provided in the following sections.

4.3.1 Fatal Flaw Review (Pass/Fail)

The first step of the evaluation process will consist of a fatal flaw review. Each of the PROPOSERS will be reviewed to identify any obviously noncompliant responses or fatal flaws (such as not providing all documentation requested in the RFQ, noncompliance with the BIP, failure to submit all required technical, company and financial information, etc.). PROPOSERS who are obviously noncompliant, or submit SOQs which contain fatal flaws, will be removed from further consideration. Fatal flaws include, but are not limited to the following:

- a. Failure to attend mandatory pre-submittal meeting.**
- b. Not providing all documentation requested in the RFQ.**
- c. Noncompliance with the BIP.**
- d. Failure to submit all required technical, company and financial information.**

4.3.2 PROPOSER'S Profile (Mandatory Pass/Fail Requirements)

Each responsive SOQ will be reviewed to determine whether it meets the Mandatory (Pass/Fail) Requirements outlined in this subsection and as provided in the PROPOSER'S SOQ. At its sole discretion, the CITY may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all the following Mandatory (Pass/Fail) Requirements may be rejected:

- a. Experience.** PROPOSER(S) shall have been in business for a minimum of five (5) years and shall demonstrate a satisfactory record of performance in the SERVICE CATEGORIES (Section 2.2) for which PROPOSER submits a SOQ:
- b. Insurance.** The PROPOSER must have the ability to obtain insurance meeting the minimum requirements presented in Section 5.1.3 of this RFQ.
- c. Licensing and Registration.** The PROPOSER must demonstrate that it possesses the necessary licenses required for the SERVICE CATEGORIES in which the PROPOSER is submitting an SOQ.
- d. Termination for Default, and Criminal Convictions.** The PROPOSER must not be subject to a material adverse condition that in the CITY'S sole judgment gives rise to reasonable doubt concerning PROPOSER'S its ability to perform its contractual commitments.

4.3.3 Consultant's Qualifications, Experience, and Expertise

Demonstrate that PROPOSER has the overall (current and past performance) firm qualifications, expertise, experience, certifications and ability to successfully complete complex Wastewater, Stormwater, Solid Resources, and Climate Change work demonstrate innovative and creative ability in handling complex projects; demonstrate knowledge of current issues and regulatory developments in the industry that have an impact to the CITY; demonstrate flexibility and leadership skills in developing and implementing complex projects in SERVICE CATEGORIES for which the PROPOSER is submitting the SOQ.

PROPOSER(S) shall have been in business for a minimum of five (5) years and shall demonstrate a satisfactory record of performance.

PROPOSERS will be evaluated based on the qualifications and experience. Consideration of the following sub-factors, but not limited to, will be used to score this category:

- a. Team organization, staffing levels, and staffing assignments.
- b. Los Angeles area office qualifications, expertise, and experience.
- c. Financial stability.
- d. Level and degree of the responsibility, motivation, and dedication to safety.
- e. Professional excellence and ability to ensure high quality work and meet strict scheduling requirements.
- f. Company history.
- g. Commitment to diversity.
- h. Professional Qualifications.

4.3.4 Personnel Qualifications, Experience, and Expertise

Demonstrate qualifications and experience that key proposed CONSULTANT and SUBCONSULTANT personnel of the PROPOSER has the ability and experience to successfully complete work in SERVICE CATEGORIES for which the PROPOSER is submitting the SOQ.

PROPOSERS will be evaluated based on performance history and experience on previous or current projects of similar complexity, challenges, and functionality of key proposed CONSULTANT and SUBCONSULTANT personnel of the PROPOSER. Consideration of the following sub-factors, but not limited to, will be used to score this category:

- a. Specific experience of key personnel in the technical fields required to successfully complete the scope of work described in this RFQ.
- b. Appropriateness of assigned key personnel and their roles in the proposed CONTRACT, including staff position levels.
- c. Personnel Utilization (Levels and number of personnel).

4.3.5 Technical Approach

Demonstrate that the PROPOSER'S costs, in combination with the PROPOSER'S technical approach and methodologies are sufficient to successfully complete work in SERVICE CATEGORIES for which the PROPOSER is submitting the SOQ and provides the best value for the CITY. Consideration of the following sub-factors, but not limited to, will be used to score this category:

- a. Technical approach and tools.
- b. Methodology for mentoring, training, and transferring knowledge.

4.3.6 Project Management Approach

Demonstrate that the PROPOSER'S project management approach and methodologies are sufficient to successfully complete work in SERVICE CATEGORIES for which the PROPOSER is submitting the SOQ and provides the best value for the CITY. Consideration of the following sub-factors, but not limited to, will be used to score this category:

- a. Project management approach, methodology, cost controls, and tools to demonstrate the ability to complete complex projects within budget and on-schedule
- b. Reasonableness of staffing assignments for tasks and demonstrate efficient utilization of personnel

4.3.7 Competitive Fees and Costs

Demonstrate that the PROPOSER'S costs, in combination with the PROPOSER'S project approach, provides the best value for the CITY. Consideration of, but not limited to, the following sub-factors will be used to score this category:

- a. Competitive fee schedules (Costs, Overhead Rates, Profit margins)
- b. CONSULTANT and SUBCONSULTANT personnel labor rates.
- c. Travel costs.
- d. Equipment and laboratory costs.

Section 5. CONDITIONS FOR PROPOSERS

5.1 City Policies and Ordinances

All PROPOSERS are required to adhere to the CITY'S Standard Provisions for CITY Contracts. Each PROPOSER shall submit the relevant completed forms required in RFQ Appendix B (Compliance Forms and Information), **Attachment 14 - Standard Provisions for City Contracts**.

5.1.1 Contractor Responsibility Ordinance (Must Include with SOQ)

PROPOSERS are advised that any CONTRACT awarded pursuant to this RFQ shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to Appendix B (Compliance Forms and Information), Attachment 1 - "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their SOQ, the Responsibility Questionnaires included in Appendix B (Compliance Forms and Information), **Attachment 1**. Failure to return the completed Questionnaires may result in a PROPOSER being deemed non-responsive.

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

For questions about the CRO, contact the Bureau of Contract Administration (BCA), Special Research & Investigation Section at (213) 847-2445.

5.1.2 Current Los Angeles Business Tax Registration Certificate Requirement

For the duration of this CONTRACT, the CONSULTANT shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC") and shall not allow the Certificate to lapse or be revoked or suspended.

Each SOQ shall include completed and signed Business Tax Registration form [see Appendix B (Compliance Forms and Information), **Attachment 2**].

To find out more about the BTRC, please refer to Appendix B (Compliance Forms and Information), **Attachment 2**, or contact the Office of Finance, Tax and Permit Division, Main Office, (213) 473-5901.

5.1.3 Insurance Requirements (Must Include with SOQ)

The selected PROPOSER will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY'S Risk Manager and the BOARD:

(a) Workers' Compensation and Employer's Liability	\$1,000,000 per occurrence
(b) General Liability	\$1,000,000 per occurrence
(c) Automobile Liability	\$1,000,000 per occurrence
(d) Professional Liability	\$1,000,000 per occurrence

All PROPOSERS, as part of their SOQ, are required to **provide a notarized declaration** from a licensed insurance representative stating that the PROPOSER can obtain insurance coverage in the limits stated above. However, **if the PROPOSER already has insurance in the amounts listed, it is only necessary to provide proof of insurance** instead of the notarized declaration that the CONSULTANT can obtain insurance. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in **Appendix B (Compliance Forms and Information) - Attachment 3 - Insurance Requirements**. The CITY'S Risk Management, CAO Office, will determine actual insurance coverage at the time a specific SOQ is accepted.

Insurance requirements, including actual levels of insurance coverage required for each type of insurance may be adjusted for each TOS. Additional coverage may be required for a specific TOS. When a NTP is issued and prior to the commencement of work, proof of insurance must be submitted to the BOARD within 5 days for approval by the City Administrative Officer's Risk Manager.

Proof of insurance certificates must be uploaded to the KwikComply website at <https://kwikcomply.org/>.

5.1.4 Worker Retention Ordinance/Living Wage Ordinance (Requests for Exemption must be included with SOQ)

Unless approved for an exemption, CONSULTANTS under CONTRACT primarily for the furnishing of services to, or for the CITY and that involve an expenditure in excess of \$25,000 and a CONTRACT term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). PROPOSERS shall refer to **Appendix B (Compliance Forms and Information), Attachment 4 - Living Wage Ordinance and Worker Retention Ordinance** for further information regarding the requirements of the ordinances.

PROPOSERS who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their SOQ. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form OCC/LW-26), 501(c)(3) Non-Profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These exemption forms and more detailed information about the ordinances are available on the Bureau of Contract Administration website at <http://bca.lacity.org>.

5.1.5 Los Angeles Residence Information (Must Include with SOQ)

It is the policy of the CITY to require all PROPOSERS or individuals seeking CONTRACTS with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. SOQs shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch office
- Percentage of workforce in each Los Angeles branch office residing in the CITY

See Appendix B (Compliance Forms and Information), **Attachment 5 - Los Angeles Residence Information Form.**

5.1.6 Non-Collusion (Must Include with SOQ)

Each SOQ shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This SOQ is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFQ selection process or during consideration for CONTRACT award, nor made in the interest or in behalf of any person herein named; the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a sham bid, or any other person, firm or corporation to refrain from submitting an SOQ; and the PROPOSER has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER".

See Appendix B (Compliance Forms and Information), **Attachment 6 - Non-Collusion Affidavit.**

5.1.7 Municipal Lobbying Ordinance (CEC Form 50 Must Be Included With SOQ)

Any Proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid (SOQ) a certification, on a form prescribed by the City Ethics Commission, that the PROPOSER acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the PROPOSER qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance can be found in Appendix B (Compliance Forms and Information), **Attachment 7.**

5.1.8 City of Los Angeles Contract History (Must Include with SOQ)

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their SOQ, a list of all CITY contracts held by the PROPOSER or any affiliated entity during the preceding 10 years. PROPOSERS shall complete and return the Contract History form included in Appendix B (Compliance Forms and Information), **Attachment 8.**

5.1.9 Campaign Contributions and Fundraising in City Elections Restrictions (CEC Form 55 Must Be Included With SOQ)

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more, and requires approval by an elected CITY office, the CONSULTANT, the CONSULTANT'S principals, and the CONTRACTOR'S SUBCONSULTANTS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONSULTANTS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies.

Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55, and to amend the information in that form as specified by law.

Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONSULTANT expected to receive at least \$100,000 for performance under this CONTRACT:

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

You are a SUBCONSULTANT on City of Los Angeles CONTRACT #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (the "City") officials and candidates for elected City office for twelve months after the City CONTRACT is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this CONTRACT and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PROPOSERS must submit CEC Form 55 to the awarding authority at the same time the response is submitted.

The form requires PROPOSERS to identify their principals, their SUBCONSULTANTS performing \$100,000 or more in work on the CONTRACT, and the principals of those SUBCONSULTANTS. PROPOSERS must also notify their principals and SUBCONSULTANTS in writing of the restrictions and include the notice in CONTRACTS with SUBCONSULTANTS. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. PROPOSERS who fail to comply with City law may be subject to penalties, termination of CONTRACT, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

Campaign Finance Ordinance can be found in RFQ Appendix B (Compliance Forms and Information), **Attachment 9 - Campaign Finance Ordinance/Prohibited Contributors (Bidders) Form 55.**

5.1.10 Iran Contracting Act of 2010 (Must be included with SOQ)

In accordance with California Public Contract Code Sections 2200-2208, all PROPOSERS submitting SOQs for, entering into, or renewing Contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit. Refer to Appendix B (Compliance Forms and Information), **Attachment 10.**

5.1.11 Subconsultant Listing

PROPOSERS are advised to review the provisions of Section 10.14 of the Los Angeles Administrative Code related to the listing of SUBCONSULTANTS and the imposition of penalties for a failure to observe these provisions as such provisions will apply to the RFQ, work specified in TOSs, and the CONTRACT. PROPOSERS are advised that SUBCONSULTANT listing requirements apply to non-construction SUBCONSULTANTS as well as SUBCONSULTANTS that will perform required construction work.

PROPOSERS seeking additional information regarding the requirements of the Los Angeles Administrative Code Section 10.14 may visit the [Official City of Los Angeles Administrative Code](#).

5.1.12 Nondiscrimination/Equal Employment Opportunity/Affirmative Action (Non-Construction and Construction)

PROPOSERS are advised that any CONTRACT awarded pursuant to this RFQ shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All CONTRACTS (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the PROPOSER shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All CONTRACTS (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of the Los Angeles Administration Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the PROPOSER shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the CONTRACT.

Furthermore, CONSULTANTS shall include similar provisions in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same

obligations. The subcontract with the SUBCONSULTANT that contends similar language shall be made available to the Office of Contract Compliance upon request.

PROPOSERS seeking additional information regarding the requirements of the CITY'S Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <https://bca.lacity.org/affirmative-action-aa>.

5.1.13 Business Inclusion Program (BIP) Outreach Requirements (BIP Outreach documentation must be submitted utilizing the online RAMP system)

On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the BIP. It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), LGBT Business Enterprise (LGBTBE), and Other Business Enterprise (OBE) SUBCONSULTANTS an equal opportunity to participate in the performance of all City contracts in accordance with ED14. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, LGBTBEs, and OBEs, have an equal opportunity to compete for, and participate in City contracts. Respondents should refer to **Appendix B (Compliance Forms and Information), Attachment 12** of this RFQ for additional information and instructions.

The BIP Outreach requirement must be performed utilizing the RAMP service at [RAMP](#). Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), LGBT Business Enterprises (LGBTBE), and Other Business Enterprise (OBE) SUBCONSULTANTS must be completed utilizing the CITY'S Regional Alliance Marketplace for Procurement (RAMP) system, <https://www.rampla.org/sl>.

For this RFQ, the CITY has set overall anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, eight percent (8%) EBE, three percent (3%) DVBE and zero percent (0%) LGBTBE based upon the potential scopes of work, which may be sub-consulted. Currently, the LGBTBE certification is not required as part of the BIP outreach but will be tracked for statistical tracking purposes only. For specialized tasks, the limited nature of the work sometimes makes the use of SUBCONSULTANTS more difficult; however, CONSULTANTS are still encouraged to utilize MBE/WBE/SBE/EBE/ DVBE/LGBTBE SUBCONSULTANTS where feasible.

All PROPOSERS must perform a BIP Outreach as described in Appendix B (Compliance Forms and Information), **Attachment 12** of this RFQ to reach out to available MBE, WBE, SBE, EBE, DVBE, LGBTBE and OBE SUBCONSULTANTS. PROPOSERS will not be able to utilize the RAMP's BIP Outreach notification function less than fifteen (15) CALENDAR DAYS prior to the RFQ response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the SOQ non-responsive.**

5.1.13.1 Subcontracting Opportunities

The following NAICS Codes have been identified as work areas for which subcontracting outreach **must** be performed:

NAICS Code	Work Area (Service Category)
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
562119	Other Waste Collection

PROPOSERS must complete their RAMP BIP Summary Sheet including the names of all the responding SUBCONSULTANTS, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFQ. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the SUBCONSULTANT vendor using the RAMP system.

PROPOSERS to this RFQ will have **until 4:30 pm** of the following calendar day after the RFQ response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected SUBCONSULTANTS/SUBCONTRACTORS/vendors. **Failure to comply with the CITY’S BIP Outreach requirements by the deadline will render the SOQ non-responsive.**

PROPOSERS are also required to complete the List of Potential MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE SUBCONSULTANTS Information Form (Schedule A) and submit it with the SOQ. PROPOSERS must include on Schedule A the names, addresses, telephone numbers, and contact persons of potential SUBCONSULTANTS of all the selected firms, and a complete description of the supplies and the work that may be provided by each firm.

PROPOSERS must have a Letter of Intent from each SUBCONSULTANT listed on their Schedule A prior to submission of Schedule A. PROPOSERS are encouraged to submit all of their letters of intent from all responding SUBCONSULTANTS at the time they modify their RAMP BIP Summary Sheet by uploading them to the “BIP Supporting Documents” section.

When submitted a proposal in response to a TOS, the CONSULTANTS shall include a Task Work Order List of SUBCONSULTANTS (Schedule B) with its proposal, listing all SUBCONSULTANTS to perform work for the awarded Task Order. The SUBCONSULTANTS listed on the Schedule B must be derived from the Schedule A. During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE Utilization Profile (Schedule C) with each invoice.

Upon completion of the project, a summary of SUBCONSULTANT utilization shall be prepared on the “Final Subcontracting Report” form (Schedule D) and certified correct by the CONTRACTOR. The completed form shall be furnished to LASAN within 15 working days after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact John Pattison from LASAN's Centralized Contracts Unit at john.pattison@lacity.org.

5.1.13.2 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) (Must Be Submitted Online in the RAMP System)

If a contract is subject to the EBO and/or the FSHO, PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the CITY'S [Regional Alliance Marketplace for Procurement \(RAMP\)](#). PROPOSERS are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

EBO:

PROPOSERS are advised that any CONTRACT awarded pursuant to this procurement process shall be subject to the applicable provisions of LAAC Section 10.8.2.1.

All PROPOSERS shall complete and submit the EBO Compliance Affidavit, available on the CITY'S [Regional Alliance Marketplace for Procurement \(RAMP\)](#) website, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their SOQs; however, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

PROPOSERS seeking additional information regarding the requirements of the EBO may visit the BCA website at <http://bca.lacity.org>.

FSHO:

Unless approved for an exemption, CONTRACTORS under CONTRACTS primarily for the furnishing of services to or for the CITY, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of LAAC Sections 10.44 et seq..

All Bidders/PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on the CITY'S RAMP website residing at www.RAMP.org prior to award of a CITY CONTRACT. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the CITY'S RAMP.

Please refer to Appendix B (Compliance Forms and Information), **Attachment 13: Equal Benefits Ordinance/First Source Hiring Ordinance**.

5.1.14 Labor Code Requirements Compliance

If applicable CONSULTANT and their respective SUBCONSULTANTS shall comply with Sections 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777 and 1778 of the State of California Labor Code. Refer to Appendix B (Compliance Forms and Information), **Attachment 11** for **Labor Compliance Manual**.

5.1.15 Prevailing Wage

Any contract awarded pursuant to this RFQ will require the CONSULTANT to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the CONSULTANT to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the CONTRACT and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 473-2168.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Fax (415) 703-4771.

The CONTRACTOR shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the CITY'S On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the CONTRACTOR shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

The Bureau of Contract Administration offers classes on OCPS and prevailing wage. Please refer to Appendix C (Compliance Forms and Information) - **Attachment 16** Online Certified Payroll System and Prevailing Wage Information and Classes.

5.1.16 California Senate Bill 854 and Department of Industrial Relations (Must be included with SOQ)

PROPOSERS are advised that each CONSULTANT and SUBCONSULTANT proposed to perform construction work (as defined in California Labor Code Section 1720) shall be registered and maintain registration to perform public work pursuant to California Labor Code section 1725.5. **The contractor's registration number must be included on Form A.1 Authorized Signature (see Appendix A) and subcontractor registration numbers must be included on Schedule A - LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS.**

CONSULTANTS are advised of the following changes made by California State Senate Bill 854 (Stat. 2014, chapter 28) to the State of California Department of Industrial Relations (DIR):

- No CONSULTANT OR SUBCONSULTANT may be listed on a bid SOQ for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No CONSULTANT OR SUBCONSULTANT may be awarded a CONTRACT for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DIR maintains an up-to-date listing of registered CONTRACTORS.

The DIR maintains a current list of registered contractors at:

<https://www.dir.ca.gov/permits-licenses-certifications.html>. Registration with the State will be required for the term of the contract for all selected contractors.

5.1.17 Disclosure Ordinances Affidavit (Must be uploaded online to the RAMP system by the selected PROPOSER prior to CONTRACT award)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code of the Los Angeles Administrative Code.

You must register on ([Regional Alliance Marketplace for Procurement \(RAMP\)](#)) the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the “Profiles” tab. Scroll to the “Company Profile” section and click on “Compliance Documents.” The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful PROPOSER selected for contract award. PROPOSERS seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

Please refer to **Appendix B** (Compliance Forms and Information), **Attachment 17** for additional information regarding the Slavery Disclosure Ordinance and **Attachment 18** for additional information regarding the Disclosure of Border Wall Contracting Ordinance.

5.1.18 Child Support Assignment Orders

The CITY has adopted an ordinance requiring that all CONSULTANTS and SUBCONSULTANTS performing work for the CITY comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

As a result, every CONTRACT that is let, awarded, or entered into with or on behalf of the CITY shall contain the following provision:

The CONSULTANT shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code (LAAC), as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONSULTANT shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this CONTRACT. Failure of the CONSULTANT principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

5.1.19 Access and Accommodations

CONSULTANT represents and certifies that:

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

CONSULTANT understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

5.1.20 Conflict of Interest

Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this RFQ should be included in the SOQ. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

5.1.21 Contractor Performance Evaluation Ordinance

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

5.1.22 City Contractors' Use of Criminal History for Consideration of Employment Applications

Any contract awarded pursuant to this RFQ will be subject to the City Contractors' Use of Criminal History for Consideration of Employment Application, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that CONSULTANTS/SUBCONSULTANTS with at least ten employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post the Ordinance's information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

PROPOSERS seeking additional information regarding the requirements of the City Contractors' Use of Criminal History for Consideration of Employment Applications may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

5.1.23 Assignment of Antitrust Claims

It is the policy of the City of Los Angeles to inform PROPOSERS that by submitting a SOQ, PROPOSER may be subject to California Government Code Sections 4550 – 4554. By submitting a SOQ, PROPOSER offers and agrees that if its SOQ is accepted, it will assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 12 et seq.) or under the Cartwright Act (California Business and Professions Code Section 16720 et seq.), arising from purchases of goods, services, or materials by PROPOSER. Such assignment is made and becomes effective at the time CITY tenders the final payment to PROPOSER.

5.1.24 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The CITY shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those PROPOSERS who are certified as an LBE firm.

Preference shall only be awarded to a certified LBE Proposer when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in Los

Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE Proposer acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County.

The utilization of local SUBCONSULTANTS is not applicable to the evaluation process because actual SUBCONSULTANT utilization cannot be pledged until after the CONTRACT has been executed.

Please refer to Appendix B (Compliance Forms and Information), **Attachment 15** for additional information regarding the LBP Program.

5.1.25 Safe Clean Water Projects (Water Quality Projects) Requirements

Selected CONSULTANTS will be required to meet the Los Angeles Flood Control District (LAFCD) Safe Clean Water Municipal Agreement (**Appendix C - Attachment 1**, incorporated herein by reference) and Regional Transfer Agreements (**Appendix C - Attachments 2 – 8**, incorporated herein by reference) provisions for TOSs which are fully/partially funded with Safe Clean Water Funds. CONSULTANTS seeking additional information regarding the requirements of the Municipal and Regional Transfer Agreements may visit the LAFCD website at <https://safecleanwaterla.org/>.

5.2 Confidential Information

SOQs submitted in response to this RFQ may contain technical, financial, or other data, of which public disclosures could cause substantial injury to the PROPOSER'S competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER shall specifically identify the pages of the SOQ that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the SOQ:

NOTICE

The data on the pages of this SOQ identified by an asterisk () or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSER's competitive position. The PROPOSER requests that such data be used only for the evaluation of its SOQ but understand that disclosure will be limited to the extent that the City determines is allowable under federal, state, and local law.*

In SOQs containing proprietary information, proprietary paragraphs and/or other data shall be clearly marked as noted above. The PROPOSER must include one additional unbound copy of the SOQ with the confidential material totally blacked out or removed from the text so that one copy is available as public material. In accordance with the Public Records Act (Cal. Gov. Code

§ 6250 et seq.), this information may, upon request, be released to the public. Failure to include such a statement shall constitute a waiver of the PROPOSER'S right to exemption from disclosure and authority for the CITY to provide a copy of the SOQ or any part thereof to the requestor.

The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data is requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur, including as may be required by court order. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines the said materials are exempt under federal, state, and local law, or as may be required by court order.

5.3 SOQ Cost and Ownership

Each SOQ prepared in response to this RFQ shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All SOQs, including all drawings, plans, brochures, photographs, and other materials submitted, will become the property of the CITY, and will not be returned to the PROPOSER. The CITY shall have the right to copy, reproduce, publicize, or dispose of each SOQ in any way the CITY elects. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted SOQs will become public information following the closure of the RFQ selection process. However, if such information is necessary to assure a competitive SOQ, then the PROPOSER is to follow the guidelines for confidential information as discussed in Section 5.2.

5.4 Signature and Authority Page

The SOQ must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFQ. The signatures produced by the authorized persons representing the PROPOSER serve as a consignment, in good faith, to the RFQ selection process, with no intent by the PROPOSER to withdraw the SOQ once it has been submitted to the CITY for evaluation or CONTRACT award consideration. The signatures are to be provided in the transmittal letter. Evidence of signature authority must also be provided and shall be included in RFQ submittal. **Please refer to Appendix A (Forms and Affirmation of Compliance), Form A.1.**

If the SOQ is made by a partnership, a copy of the partnership CONTRACT, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided.

If made by a corporation or limited liability company, the SOQ must indicate the name and State, or country, under which the company is organized and the name, post office addresses, and federal tax identification number of the entity. A copy of the appropriate section of the organizational documents or a resolution of the governing body of the entity shall be furnished, showing the authority of the officer who has signed the SOQ to execute CONTRACTS on behalf of the entity.

If the SOQ is made by a joint venture, a copy of the joint venture CONTRACT, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, limited liability companies, or other entities, the information specified in this paragraph must be provided for each entity. Each SOQ form submitted by a joint venture must be signed by all parties to the joint venture CONTRACT.

5.5 RFQ Protest Procedures

5.5.1 General

This section sets forth the exclusive protest remedies available with respect to this RFQ. Each PROPOSER, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained in this RFQ, and expressly waives all other rights and remedies. Each PROPOSER agrees that the decision on any protest, as provided in this RFQ, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and CONTRACT by the PROPOSERS.

5.5.2 Protests Regarding RFQ Documents

PROPOSERS may protest the terms of this RFQ on the grounds that (a) a material provision in this RFQ is ambiguous, (b) any aspect of the procurement process described in this RFQ is contrary to legal requirements applicable to this procurement, or (c) this RFQ in whole or in part exceeds the CITY'S authority. Protests regarding this RFQ shall be filed only after the PROPOSER has informally discussed the nature and basis of the protest with LASAN in an effort to remove the grounds for protest.

Protests regarding the RFQ documents shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests shall be filed as soon as the basis for protest is known to the PROPOSER, but in no event later than seven (7) CALENDAR DAYS before the SOQ Submittal Due Date. The protester shall have the burden of proving its protest by clear and convincing evidence.

No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by LASAN's General Manager or designee, whose decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. LASAN's General Manager or designee will issue a written decision regarding any protest to each PROPOSER. If necessary

to address the issues raised in a protest, the CITY may make appropriate revisions to the RFQ by issuing addenda.

Notwithstanding the existence of a protest, the CITY may continue the procurement process or any portion thereof.

The failure of a PROPOSER to file a basis for a protest regarding the RFQ documents within the applicable period shall preclude consideration of that ground in any protest of a selection or qualification unless such ground was not and could not have been known to the PROPOSER in time to protest prior to the final date for such protests. The CITY may extend the SOQ Submittal Due Date, if necessary, to address any such protest issues. If the protest is granted, the CITY shall not be liable for payment of the protester's costs or attorneys' fees. The CITY shall not be liable for any damages to the PROPOSER filing the protest or to any participant in the protest, on any basis, express or implied.

All protests relative to RFQ documents must be addressed to the City Contact in accordance with Section 3.3.1 Transmittal Letter.

5.5.3 Protest Regarding PROPOSER Award Decision

These procedures provide a method for resolving any protests regarding the decision to award under this RFQ. Failure by a PROPOSER to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit for failure to exhaust mandatory administrative procedures. These procedures will enable the Board of Public Works to ascertain all of the facts necessary to make an informed decision regarding the award of a PROPOSER under this RFQ.

- a. A protest relative to award must be submitted in detail, and in writing, and be postmarked within 14 CALENDAR DAYS after the receipt of notice from LASAN staff that the PROPOSER is not to receive an award. The day following the date of the rejection letter shall be considered as day one.
- b. All protests relative to award must be addressed to: Dr. Fernando Campos, Executive Officer, Board of Public Works, 200 N. Spring St., Room 355, Los Angeles, CA 90012.
- c. Protests meeting the above criteria will be analyzed and reported upon in a written report to the BOARD. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the BOARD. Protesting parties will be given the opportunity to present their arguments at the public session.

On the basis of the written submission and oral arguments made at the public session, the Board of Public Works will make a determination on the validity of the protest. The Executive Officer of the BOARD will issue a written decision regarding any protest to each PROPOSER. The decision of the BOARD shall be final and conclusive and not subject to legal challenge unless wholly arbitrary.

5.6 Business Arrangements

The CITY may execute a CONTRACT with the selected PROPOSER that will perform the Work specified in this RFQ. Set forth in this section are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER, as further defined by the SOQ items contained in the PROPOSER'S SOQ.

5.6.1 Term of Proposed Contract

The proposed CONTRACT term will be for five (5) years with one (1) 5-year renewal option, to be exercised at the CITY'S sole discretion This CONTRACT is subject to final approval of the BOARD, Mayor, and City Council.

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

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

5.6.2 Performance Guarantees

The selected PROPOSER warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER shall perform such professional services as may be necessary to accomplish the work required to be performed under the CONTRACT in accordance with the CONTRACT. The selected PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER under the CONTRACT. The selected PROPOSER shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

5.6.3 Liability of Selected PROPOSER

Except as otherwise provided in the proposed CONTRACT, the selected PROPOSER shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the

selected PROPOSER'S negligent performance of any of the services furnished under the CONTRACT.

5.6.4 Primary Key Personnel

The PROPOSER shall designate, as part of its submittal, a PRINCIPAL IN CHARGE to be assigned to the LASAN ON-CALL CONSULTANTS LIST CONTRACT. The PRINCIPAL IN CHARGE'S role is to serve as the primary contact person for the CONTRACT, person to sign-off on all Task Agreement Forms under the CONTRACT and primary receiver of all Notices-to-Proceed under the CONTRACT. Additional project manager personnel may be assigned, subject to LASAN'S approval, to each TOS at the commencement of services under the proposed CONTRACT. The personnel assigned to these positions shall not be changed without the prior written consent and approval of LASAN, whose consent shall not be withheld unreasonably.

5.6.5 Consultant Personnel

Unless otherwise approved by the CITY, the selected PROPOSER shall use its own employees to perform the services described in the proposed CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under the CONTRACT. The selected PROPOSER shall remove personnel from performing work under the CONTRACT if requested to do so by the CITY.

The selected PROPOSER shall not use SUBCONSULTANTS to assist in performance of the CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONSULTANTS, the selected PROPOSER shall remain responsible for performing all aspects of the CONTRACT and paying all SUBCONSULTANTS. The CITY has the right to approve the selected PROPOSER'S SUBCONSULTANTS, and the CITY reserves the right to request replacement of any SUBCONSULTANT. The CITY does not have any obligation to pay selected PROPOSER'S SUBCONSULTANTS, and nothing herein creates any privity of CONTRACT between the CITY and any SUBCONSULTANT. The use of SUBCONSULTANTS shall be subject to approval of the CITY, pursuant to the provisions of Section 5.6.6.

5.6.6 Subconsultants

All subcontracts shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONSULTANT'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONSULTANTS. The selected PROPOSER shall not change any of these designated SUBCONSULTANTS, or reduce their level of effort, without prior written approval of the BOARD and such approval will not be unreasonably withheld under applicable circumstances as enumerated in the Administrative Code and as specified in this RFQ.

5.6.7 Limitation of CITY'S Obligation to Make Payment to Consultant

Notwithstanding any other provision of the CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONSULTANT unless the CITY

shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT, and expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the CITY, and the CITY shall have no obligation to pay for the services, purchases or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

5.6.8 Compensation

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

For Cost Reimbursement, compensation is defined as the sum of: (1) Labor Cost at Hourly Billing Rates; (2) Other Direct Costs as defined in Section 3.3.11.3.4; (3) Subcontract Expenses, where applicable, as defined in Section 3.3.11.3.5; (4) Profit as defined in Section 3.3.11.3.1, Overhead as defined in Section 3.3.11.3.2, and Markup as defined in Section 3.3.11.3.3. For the Lump Sum basis, compensation is defined as in Section 3.3.11.2.

Costs incurred by the CONSULTANT prior to the actual date of full execution of CONTRACT shall only be payable to CONSULTANT if said costs were incurred in completing any task specifically authorized by CONTRACT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after this CONTRACT is fully executed.

The CITY will not pay for CONSULTANT'S or SUBCONSULTANT'S personnel for invoice preparation. The CITY will not pay for CONSULTANT'S or SUBCONSULTANT'S communication expenses and administrative cost.

The CONSULTANT shall be compensated for all services performed under the CONTRACT in accordance with Section 2 of this RFQ. For construction services, the CONSULTANT shall be compensated in accordance with article 00300 of the General Conditions.

The CONSULTANT must submit the labor and equipment rates to the CITY TOS PROJECT MANAGER for approval at the beginning of the CONTRACT, and every time there is a change. The labor and equipment rates for approval are to be submitted in the specified electronic format to the CITY TOS PROJECT MANAGER.

The CONSULTANT and all SUBCONSULTANTS performing work under CONTRACT related to construction services are to comply with all provisions of the State's Prevailing Wage Requirements.

The equipment list submitted for rate approval shall clearly identify the name, model, capacity (if any), and code number, as listed in the latest Cal-Trans Labor Surcharge and Equipment Rental Rates for each piece of equipment. Equipment will be paid at Cal-Trans rates, as listed in "Labor Surcharge and Equipment Rental Rates" If the equipment is not in the Cal-Trans List, the

selected PROPOSER is to submit the nearest similar equipment classification at the next higher rate. Cal-Trans Labor Surcharge Labor Surcharge and Rental Rates can be found online at. <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>

Work performed in absence of, or contrary to the CITY TOS PROJECT MANAGER'S instructions, and consent will not be compensated.

5.6.9 Invoice Procedures

The selected PROPOSER shall prepare an invoice on a monthly basis for work that has been completed to the CITY'S satisfaction, and if construction services are performed, they shall be in accordance with the General Conditions. The selected PROPOSER is responsible for the preparation of a complete and accurate invoice. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER or SUBCONSULTANTS for any costs incurred for invoice preparation.

The CONSULTANT shall submit to the CITY **an electronic invoice in PDF format marked "Original"** which will include all costs for services provided.

A SUBCONSULTANT Utilization Attachment (Schedule C), listing MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. CONSULTANT must provide an explanation for any item that falls short of the planned utilization, along with specific plans and recommendations for recovering from these shortfalls. No such invoices shall be paid without the SUBCONSULTANT Utilization Attachment.

5.6.9.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to the location required by the CITY. Invoices should be addressed and sent to the CITY TOS PROJECT MANAGER designated in the NOTICE TO PROCEED for a specific Task Order Solicitation.

5.6.9.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of the CONTRACT.

5.6.9.3 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONSULTANT'S invoice in accordance with the CITY'S review procedures. Once approved by the CITY TOS PROJECT MANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONSULTANTS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

5.6.9.4 Discount

The CITY will consider a shorter payment schedule should the selected PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the SOQ.

5.6.9.5 Best Terms

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

5.6.9.6 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices subject to applicable law. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the CONSULTANT from any SUBCONSULTANT or supplier for any time provided under the CONTRACT.

5.6.9.7 Disputes Regarding Invoices

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

5.6.9.8 False Claims Act

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

5.6.10 Retention of Records, Audit and Reports

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

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

5.6.12 Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Section 5.6.18, if CONSULTANT fails to perform any of the provisions of the CONTRACT or so fails to make progress as to endanger timely performance of the CONTRACT, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate the CONTRACT due to CONSULTANT'S breach of the CONTRACT.
2. If the default under the CONTRACT is due to CONSULTANT'S failure to maintain the insurance required under the CONTRACT, CONSULTANT shall immediately: (1) suspend performance of any services under the CONTRACT for which insurance was required; and (2) notify its employees and SUBCONSULTANTS of the loss of insurance coverage and CONSULTANT'S obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate the CONTRACT.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate the CONTRACT.
5. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
 - c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate the CONTRACT after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of the CONTRACT.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.
6. In the event CITY terminates the CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of the CONTRACT under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 5.6.12A Termination for Convenience.
8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

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

5.6.13 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including the CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONSULTANT, SUBCONSULTANTS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT. This provision will survive expiration or termination of the CONTRACT.

5.6.14 Claims for Labor and Materials

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

5.6.15 Independent Contractor

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

5.6.16 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by CONSULTANT or its SUBCONSULTANTS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of CITY for its use in any manner CITY

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

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

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

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

Any subcontract entered into by CONSULTANT relating to this CONTRACT shall include this provision to contractually bind its SUBCONSULTANTS performing work under this CONTRACT such that CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

5.6.17 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the CONTRACT shall be made without written consent of the parties to the CONTRACT which consent shall not be unreasonably withheld.

5.6.18 Excusable Delays

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

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONSULTANT of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and SUBCONSULTANT, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the

SUBCONSULTANT were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in the CONTRACT, the term "SUBCONSULTANT " means a SUBCONSULTANT at any tier.

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

5.6.19 Severability

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

5.6.20 Disputes

Should a dispute or controversy arise concerning provisions of the proposed CONTRACT, or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

5.6.21 Applicable Law, Interpretation, and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wages and hours and licensing. The CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONSULTANT shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONSULTANT.

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

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

5.6.22 Breach

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

5.6.23 Rights Reserved by the City

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFQ:

1. Select and enter into a CONTRACT with the PROPOSER who, in the CITY'S sole judgment, is responsive to the RFQ and whose SOQ will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a CONTRACT to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all SOQs, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFQ, and to withdraw this RFQ, with or without the substitution of another RFQ.
6. Extend the time for submittal of this RFQ.
7. Short-list any or all SOQs and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider SOQs that contain provisions that deviate slightly from the requirements in this RFQ, in the event the deviation(s) are not considered material. However, in the event that PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFQ does not obligate the CITY or any of its member agencies to accept any SOQ, negotiate with any PROPOSER, award a CONTRACT, or proceed with the development of any project proposed in response to this RFQ.

5.6.24 Acceptance of Terms and Conditions

Submission of an SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, attachments, and other specifications.

NOTE: Failure to submit all the required information may render your submittal non-responsive.

6.0 LIST OF CONTACTS

The potential respondent should contact the following people for questions regarding this RFQ, required submittals, or the various CITY Policies and Procedures that are referenced in the RFQ and Attachments.

RFQ General and Technical Questions

Wanda Epps

Administration Division..... san.oncall@lacity.org

Policies and Procedures

Contractor Responsibility Ordinance

Bureau of Contract Administration..... CRO_help@lacity.org

Business Tax

Office of Finance, Tax and Permit Division..... (844) 663-4411

Child Support Obligations

Comm. on Children, Youth & Families..... (213) 808-8458

Business Inclusion Program

John Pattison, LASAN, Centralized Contracts Unit..... (213) 485-3239

Equal Benefits Ordinance First Source Hiring Ordinance, Non-Discrimination, Equal Employment and Affirmative Action Statements, Service Contractor Worker Retention Ordinance and Living Wage Ordinance, Slavery Disclosure Ordinance

Bureau of Contract Administration

Equal Employment Opportunities Enforcement Sectionbca.eeoe@lacity.org (Or contact John Pattison, LASAN, Centralized Contracts Unit at (213) 485-3239)

Bidder Certification (CEC Forms 50 and 55)

City Ethics Commission(213) 978-1960

Appendix A - Affirmation and Checklists Forms

Forms in Appendix A must be included with proposal submission.

Form A.1 Authorized Signature

By signature hereon, the PROPOSER'S authorized agent ("Agent") certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided are an accurate representation of the information the PROPOSER is providing.

Consultant's Name: _____

Signed by Agent: _____

Printed Name: _____

Title: _____

Date: _____

Contractor License No.*:
(Type or Print Legibly) _____

(*If applicable. Public Works Contractor
Registration No. under
Labor Code 1725.5
(California State Senate Bill 854))

Form A.2 Services Categories Selection Checklist

Service Categories Checklist

LA Sanitation and Environment On-Call Consultants List

The PROPOSER shall check the SERVICE CATEGORIES under which their firm is replying to this RFQ and is able to provide services for under a negotiated contract. This form should be included with the transmittal letter (Section 3.3.1).

NAICS Code	Work Area Name	SOQ Submission (check all that apply)	Work Likely to be Performed by Consultant (C), Sub-Consultant (S) or Both (B)
523999	Miscellaneous Financial Investment Activities		
541330	Engineering Services		
541340	Drafting Services		
541380	Testing Laboratories		
541611	Administrative Management and General Management Consulting Services		
541620	Environmental Consulting Services		
562111	Solid Waste Collection		
562112	Hazardous Waste Collection		
Other	List Below:		

Form A.3 RFQ Submission Checklist

Failure to submit all the required information may render your submittal non-responsive.

CITY OF LOS ANGELES LA SANITATION AND ENVIRONMENT ON-CALL CONSULTANTS LIST RFQ SUBMISSION CHECKLIST (Form A.3)				
Item #	Statement of Qualifications Submissions	RFQ Section	Include in Submittal Package	Submit via RAMP / LAPOP
1	Transmittal Letter	3.3.1		
2	Title Page	3.3.2		
3	Authorized Signature Form (Form A.1)	3.3.3		
4	Service Categories Selection Checklist (Form A.2)	3.3.4		
5	RFQ Submission Checklist (Form A.3)	3.3.5		
6	Table of Contents	3.3.6		
7	Executive Summary	3.3.7		
8	General Company and Staff information	3.3.8		
9	Headquarters and Workforce Information	3.3.9		
10	Qualifications and Technical Requirements	3.3.10		
11	Performance Narratives	3.3.11		
12	Schedule of Fees and Costs	3.3.12		

	From Appendix B Compliance Forms to Submit and Information	RFQ Section	Include in Submittal Package	Submit Online via RAMP
13	Attachment 1: Contractor Responsibility Questionnaire	5.1.1		
14	Attachment 2: Business Tax Registration Certificate (BTRC)	5.1.2		
15	Attachment 3: Insurance Requirements	5.1.3		
16	Attachment 4: Worker Retention Ordinance and Living Wage Ordinance Exemption	5.1.4		
17	Attachment 5: Los Angeles Residence Information	5.1.5		
18	Attachment 6: Non-Collusion Affidavit	5.1.6		
19	Attachment 7: Bidder Certification CEC Form 50	5.1.7		
20	Attachment 8: City of Los Angeles Contract History Form	5.1.8		
21	Attachment 9: Prohibited Contributors (Bidders) Form 55	5.1.9		
22	Attachment 10: Iran Contracting Act of 2010 Compliance Affidavit	5.1.10		
23	Attachment 12: Business Inclusion Program Outreach	5.1.13		
24	Attachment 13: Equal Benefits Ordinance Compliance	5.1.13.2		
25	Attachment 17: Slavery Disclosure Ordinance	5.1.17		
26	Attachment 18: Border Wall Contracting Ordinance	5.1.17		

Note: An attachment not listed was provided as information and contains no document to submit.

Failure to submit all the required information may render your submittal non-responsive.

Appendix B - Compliance Forms and Information

List of Attachments

The attachments listed below are included in a separate document as Appendix B.

- Attachment 1: Contractor Responsibility Ordinance Questionnaires and Pledge of Compliance
- Attachment 2: Business Tax Application and Tax Information Booklet
- Attachment 3: Instructions and Information on Complying with City Insurance Requirements
- Attachment 4: Worker Retention Ordinance and Living Wage Ordinance
- Attachment 5: Los Angeles Residence Information Form
- Attachment 6: Non-Collusion Affidavit
- Attachment 7: Municipal Lobbying Ordinance/Bidder Certification CEC Form 50
- Attachment 8: City of Los Angeles Contract History Form
- Attachment 9: Campaign Finance Ordinance/Prohibited Contributors (Bidders) Form 55
- Attachment 10: Iran Contracting Act of 2010 Compliance Affidavit
- Attachment 11: Labor Compliance Manual
- Attachment 12: Business Inclusion Program (BIP) Outreach Requirements
- Attachment 13: Equal Benefits Ordinance/First Source Hiring Ordinance
- Attachment 14: Standard Provisions for City Contracts
- Attachment 15: Local Business Preference Program
- Attachment 16: Online Certified Payroll System and Prevailing Wage Information and Classes
- Attachment 17: Slavery Disclosure Ordinance
- Attachment 18: Disclosure of Border Wall Contracting Ordinance

Appendix C - Safe Clean Water Projects Agreements

List of Attachments

The attachments listed below are included in a separate document as Appendix C.

- Attachment 1: LAFCD Safe Clean Water Municipal Program Agreement
- Attachment 2: Safe Clean Water Regional Agreement_Echo Park Lake Rehabilitation
- Attachment 3: Safe Clean Water Regional Agreement_Lankershim Boulevard Local Area Urban Flow Management Network
- Attachment 4: Safe Clean Water Regional Agreement_MacArthur Lake Rehabilitation
- Attachment 5: Safe Clean Water Regional Agreement_Oro Vista Local Area Urban Flow Management
- Attachment 6: Safe Clean Water Regional Agreement No. 2020RPSSMB50_Recalculation of Wet Weather Zinc Criterion
- Attachment 7: Safe Clean Water Regional Agreement No. 2020RPULAR52_Recalculation of Wet Weather Zinc Criterion
- Attachment 8: Safe Clean Water Regional Agreement_Wilmington Q Street Local Urban Area Flow Management

End of RFQ

**TRANSMITTAL NO. 2**

Brandalyn Clark <brandalyn.clark@lacity.org>

BIP Evaluation Clarification Request

Megan Schwartz <mschwartz@ce.solutions>

Wed, Mar 8, 2023 at 8:15 AM

To: "brandalyn.clark@lacity.org" <brandalyn.clark@lacity.org>

Hi Brandalyn,

Thank you for your note. Responses to each of your questions is provided in green below:

1. The Summary Sheet posted on LA RAMP states CP2PM submitted themselves to Catalyst Environmental Solutions Corporation as a subcontractor, but were not selected. Can you elaborate as to why this company was not chosen as a subcontractor?

We reviewed all proposals that were submitted with our staff at Catalyst. Based on that review, we had some staff who reported that they had not had positive experiences working with CP2PM in the recent past, specifically related to client interaction.

- 2) Kinnetic Environmental Inc is listed on the Schedule A as a subcontractor, but this company is not listed on the LA RAMP Summary Sheet. Please explain why.

We selected Kinnetic Environmental based on their service history rather than their SBE certification. They did not respond to our BIP outreach. However, as an SBE, we should have manually added them to the RAMP summary sheet.

- 3) There is a Letter of Intent from Fluidion US Inc posted on the LA RAMP but this company is not listed on the Summary Sheet nor the Schedule A. Please explain why.

Fluidion is not included on the Summary Sheet because they do not have an SBE, MBE, or WBE certification. I included on our Schedule A those subconsultants that had the certifications required by the RFP. I've attached Schedule A to this email with an additional sheet for those other subconsultants.

- 4) In the SOQ under Section 11 Compensation, there are several companies listed with their rates who are not mentioned on the BIP Summary Sheet, nor on the Schedule A submitted. For example: Carollo, Mott MacDonald, Michael Baker International, Katz & Associates, and Environmental Science Associates. Please explain why.

I included on our Schedule A those subconsultants that had the certifications required by the RFP. I've attached Schedule A to this email with an additional sheet for those subconsultants.

Please feel free to reach out if you have any other questions.

Sincerely,

Megan Schwartz

Megan Schwartz

Director of Regulatory Compliance and Permitting

CELL (818) 387-5875 EMAIL mschwartz@ce.solutionsWEBSITE www.ce.solutions



From: Brandalyn Clark <brandalyn.clark@lacity.org>
Date: March 6, 2023 at 2:30:23 PM PST
To: meganjschwartz@yahoo.com
Cc: san oncall <san.oncall@lacity.org>, John Pattison <john.pattison@lacity.org>
Subject: BIP Evaluation Clarification Request

Hello Megan,

The Centralized Contracts Unit (CCU) of LA Sanitation has reviewed your Business Inclusion Program (BIP) package and responses for the "On-Call Consultants List - Planning and Technical Support for LA Sanitation and Environment's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs" opportunity posted on LA RAMP. We are requesting clarification on the following items:

- 1) The Summary Sheet posted on LA RAMP states CP2PM submitted themselves to Catalyst Environmental Solutions Corporation as a subcontractor, but were not selected. Can you elaborate as to why this company was not chosen as a subcontractor?
- 2) Kinnetic Environmental Inc is listed on the Schedule A as a subcontractor, but this company is not listed on the LA RAMP Summary Sheet. Please explain why.
- 3) There is a Letter of Intent from Fluidion US Inc posted on the LA RAMP but this company is not listed on the Summary Sheet nor the Schedule A. Please explain why.
- 4) In the SOQ under Section 11 Compensation, there are several companies listed with their rates who are not mentioned on the BIP Summary Sheet, nor on the Schedule A submitted. For example: Carollo, Mott MacDonald, Michael Baker International, Katz & Associates, and Environmental Science Associates. Please explain why.

Please clarify the items listed above no later than 5:00 pm PST Friday, March 10, 2023, so that CCU may complete its review. A written response must be sent to my attention at Brandalyn.Clark@lacity.org. Thank you.

Brandalyn Clark
LA Sanitation
Centralized Contracts Unit
Management Analyst
Phone: (310) 303-9450
Email: brandalyn.clark@lacity.org



RFQ SCHEDULE A.pdf
1415K

**TRANSMITTAL NO. 3**

Brandalyn Clark <brandalyn.clark@lacity.org>

BIP Evaluation For Catalyst Environmental Solutions

1 message

Brandalyn Clark <brandalyn.clark@lacity.org>

Fri, Aug 18, 2023 at 1:54 PM

To: mschwartz@ce.solutions

Cc: John Pattison <john.pattison@lacity.org>, Nancy Lantin <nancy.lantin@lacity.org>, san oncall <san.oncall@lacity.org>

Hello Megan,

Thank you for responding to our email in a timely fashion.

Unfortunately, upon review of the responses to the issues needing clarification, CCU will recommend that Catalyst Environmental Solutions be deemed non-responsive to the Business Inclusion Program Outreach Requirements, specifically referencing BIP Indicator No. 6 Negotiated in Good Faith. Please refer to Section 5.1.13 of the RFQ, and the full language of the Business Inclusion Program Outreach Requirements found in the attachment below.

CCU cannot recommend Catalyst Environmental Solutions as responsive to the BIP Outreach requirements based on incomplete documentation submitted with the Proposal, incomplete documentation submitted to the LA RAMP BIP Outreach Summary Sheet, and submitting a subcontractor which did not respond to the BIP Outreach.

All business enterprises (MBE/WBE/SBE/EBE/DVBE/OBE) Catalyst Environmental Solutions wanted to use as subcontractors, regardless of certification status, should have been listed on the LA RAMP BIP Outreach Summary Sheet and the Schedule A submitted with the proposal.

Even if the BIP Outreach was done off-line, (not using the LA RAMP system) the outreach and responses from the potential sub-contractors needed to be logged into the LA RAMP Summary Sheet by Catalyst Environmental Solutions, and listed on the Schedule A submitted with the Proposal.

As there are firms listed within the Proposal that do not appear on the Schedule A or on the Summary Sheet, the response is considered non-responsive.

Also, a subcontractor that is contacted for BIP Outreach, but does not respond, cannot be listed as a subcontractor as part of a Proposal. Inclusion of this firm in the Proposal is considered not negotiating in good faith, as such the response is considered non-responsive.

If you would like to discuss this evaluation, please email me at brandalyn.clark@lacity.org. Please note that this is a recommendation in regards to the Business Inclusion Program Outreach Evaluation only, and a final decision upon the complete Proposal has not been rendered and this recommendation does not provide information related to the award of the project.

Please note that this is a recommendation in regards to the BIP Outreach Evaluation only, and a final decision upon the complete Proposal has not been rendered.

Sincerely,

Brandalyn Clark
LA Sanitation
Centralized Contracts Unit
Management Analyst
Email: brandalyn.clark@lacity.org

2 attachments

LASAN RFQ Attachment 12 - Business Inclusion Program.pdf
555K



BIP Outreach Evaluation for Catalyst Environmental Solutions Corporation 081823.pdf
279K

Innovative solutions for a complex world

315 Montana Ave #311, Santa Monica, CA 90403 | (818) 317-7716 | dtormey@ce.solutions

**TRANSMITTAL NO. 4**

August 28, 2023

Mr. John Pattison
 Senior Management Analyst
 Centralized Contracts Unit
 LA Sanitation and Environment
 Administrative Division
 1149 South Broadway Street, 9th floor
 Los Angeles, CA 90015

Regarding: Finding of Catalyst Environmental Solutions BIP Outreach Evaluation as Non-Responsive:
 LASAN On-Call Consultants List for Planning and Technical Support

Dear Mr. Pattison,

I am writing to you in response to the Centralized Contracts Unit's (CCU) finding that Catalyst Environmental Solutions (Catalyst) was non-responsive to BIP outreach requirements, specifically with respect to BIP Indicator No. 6, *Negotiating in Good Faith*. Our BIP outreach was with respect to *On-Call Consultants List – Planning and Technical Support for LA Sanitation and Environment's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs* opportunity posted on LA RAMP.

Thank you for the meeting where you explained the basis for the CCU's finding, and we now understand why the way we filled out Schedule A, and the LA RAMP Summary Sheet, was incorrect. This letter provides an explanation of why we filled in the forms as we did. We humbly request that you take these explanations into consideration, and that you will kindly bring our explanations forward to the Bureau of Contract Administration (BCA) with a view to their deeming our BIP Outreach to be substantially responsive.

As you know, being deemed non-responsive for BIP outreach leads to rejection of our entire SOQ from further consideration. Catalyst is a certified small business enterprise, and we have worked with LASAN extensively over the last 7 years as a subconsultant. We are a first-time Prime Contractor bidder learning all of the City's contracting requirements, and we dedicated a large amount of time putting forth what we believe is an otherwise excellent SOQ. We are fearful that these efforts will be nullified by mistakes made due to our unfamiliarity while navigating the Prime Contractor BIP Outreach requirements for the first time.

Despite the errors that have placed our efforts in jeopardy, we did in fact negotiate in good faith throughout our BIP outreach process and seek to prove this throughout our correspondence. We hope that our mistakes, once contextualized, are taken as honest misunderstandings of inclusion protocols for the Schedule A and RAMP BIP Summary documents. The following provides our explanations.

Catalyst is a First Time Prime Bidder Unfamiliar with and Learning City Contracting Requirements.

Catalyst has a record of successful work for LASAN on over 19 assignments starting in 2016, through our position as an SBE subcontractor to the prime consultant Larry Walker Associates. We have worked directly for many LASAN personnel, from Mas Dojiri, Alex Helou, Hassan Rad (and his acting replacements since his 2023 retirement, Amanda Amaral and Jim Marchese), Huub Cox, and most frequently with Paul Cobian. Through our staff's work with LASAN, we have helped LASAN gain the reputation of the City bureau that can get the job done and become the bureau that is more and more directed by the City Council to address evolving and growing issues. Catalyst understands the importance of the political dynamics of the City and have proven to be a useful support to LASAN in being adaptable and responsive and facilitating impactful change at the direction of the City Council and the Mayor's Office. Catalyst was proud to stand behind the press podium in December 2022 when the City Council announced it was enacting three key ordinances banning certain plastics and moving towards a Zero Waste City. We understand LASAN's programs and hope to continue to serve as an extension of LASAN staff to educate stakeholders, support and raise awareness to disadvantaged communities, drive innovation for projects, make decisions based on the interconnectedness of your systems that are multi-beneficial, ensure asset resilience, and achieve the tall goals and objectives set by the City for LASAN.

We have worked with LASAN's Regulatory Affairs Division, Solid Resources Citywide Recycling Division, Water Recycling Implementation Division, and Watershed Protection Division, including major environmental projects at Hyperion Water Reclamation Plant, DC Tillman Water Reclamation Plant, LA-Glendale Water Reclamation Plant, and Terminal Island Water Reclamation Plant. We have learned how best to respond and support LASAN's many missions and assignments and we are committed to continuing this work.

Owing to confidence in our relationship with LASAN, when the Request for Qualifications for LASAN's On-Call Consultants List – Planning and Technical Support was issued in 2022, Catalyst was excited to bid as a Prime Contractor. We attended the pre-bid meeting, carefully reviewed the RFQ and subsequent addendums, the associated requirements including the BIP Outreach requirements, and the other submittal requirements. We were aware that the effort in time and attention to detail required for a successful bid were very large. We did our utmost to comply with each requirement.

On behalf of the City of Los Angeles, LA Sanitation & Environment (LASAN), I would like to offer a letter of recommendation for Catalyst Environmental Solutions for their on-call highly specialized consultant services that they have provided LASAN for the past 6 years. I have had the privilege of working with Dr. Daniel Tormey and his team of environmental professionals from Catalyst on various high-level environmental projects for the City of Los Angeles..... Catalyst [has] provided exceptional professional services by delivering a complete and thorough scope of work within hours of the City requesting on-call support, preparing technical comments well in advance of deadlines (sometimes within 7 days), working closely with our City Attorney's Office and Council District Offices, and ability to meet with and brief management with little to no notice.
Paul Cobian, Assistant Division Manager, Solid Resources Citywide Recycling Division, formerly Regulatory Affairs Division

"The Catalyst team has been outstanding from start to finish in their work with us on CEQA. My group is new to CEQA, and Catalyst took the time to explain the process, provided training in CEQA do's and don'ts that significantly enhanced our public outreach, and they met our challenging schedule goals successfully."

Hubertus Cox, Ph.D.
City of LA Bureau of Sanitation – Division Manager
Water Recycling Implementation Division, formerly Watershed Protection Division.

As a subcontractor previously, we never participated in the response provided by our prime, Larry Walker Associates, other than to provide requested information. As a prime ourselves, we are inexperienced in the contracting requirements and unfamiliar with LASAN's specific compliance steps.

This first explanation is the most comprehensive explanation for why we made the mistake we did: we made a good faith effort as a first-time prime, and as a certified small business enterprise, to comply with each requirement. With respect to including every subcontractor described in our Statement of Qualifications on Schedule A and on the BIP RAMP summary, we failed to fully comply. This letter, with attachments, hopefully supports our continuing intent to follow all directions provided; with an additional hope that an opportunity for rectification is still possible.

In Determining Which Types of Subcontractors to List, We Relied on the RFQ Language

Based on our communication with CCU subsequent to the proposal deadline, we now understand that Schedule A and the BIP RAMP Summary must have every type of subcontractor listed, including OBE's.

Why did we not do this simple step? While developing our SOQ, we used Section 5.1.13 of the RFQ-- BIP Outreach Requirements-- as our primary reference. This list of rules, on page 45, states:

"For this RFQ, the CITY has set overall anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, eight percent (8%) EBE, three percent (3%) DVBE, and zero percent (0%) LGBTBE..."

Based on this, in our judgement, we believed that the language of the RFQ overrode the more general BIP requirements for specification of MBE, WBE, SBE, EBE, DVBE, LGBTBE, and OBE. Therefore, the only subcontractors we listed were those with the certification for MBE, WBE, SBE, EBE, and DVBE, following the RFQ Outreach Requirements.

This explains why the following subcontractors were not included on Schedule A or the RAMP summary sheet:

- 1) Fluidon (OBE)
- 2) Mott McDonald (OBE)
- 3) Carollo (OBE)
- 4) ESA (OBE)
- 5) Michael Baker International (OBE)
- 6) Katz and Associates (OBE)

As an additional explanation, we honestly did not fully appreciate that "OBE" is inclusive of **every** environmental consulting firm. Because "OBE" looks like the true certifications, and because it was in a list with the other certifications, we assumed that it was such a certification. We did not understand that "Business Inclusion Program" would include the very large consulting firms not typically aided by such a program. However, it has only recently become clear to us through our conversation with you that "OBE" in fact means "everyone else that are not specially certified". As a first time Prime bidder we have not encountered this definition before.

Finally, as an observation, we believe that several of these firms are seeking to be primes themselves, and in a broader context would not be purely Catalyst subcontractors.

In Gaining Kinnetic Environmental Inc.'s Participation as a Subcontractor, We Worked Outside the RAMP System, Which We Believed was Allowed by the Addendum 1 to the RFQ

For one of our subcontractors, Kinnetic, we listed them on Schedule A as SBE certified, but we did not list them on the LA RAMP Summary Sheet. We acknowledge that, based on our discussions with CCU, we should have included them on the Summary Sheet. We did not do so for the following reason.

In Addendum 1 to the RFQ, item 149, the City states “Prime Proposers/Consultants to this RFQ must meet the requirements of the Business Inclusion Program, as per Attachment 12, **and may perform additional outreach to Subcontractors/Subconsultants**” (bold added for emphasis). We interpreted this item in Addendum 1 to mean that we could reach out to other potential subcontractors outside the LA RAMP database/process. For this reason, we believed that we could secure Kinnetic’s agreement to be our subcontractor without using the LA RAMP database and without listing them on the LA RAMP Summary Sheet.

How did we find Kinnetic? They were referred to us by another prime contractor, Larry Walker Associates, as an environmental laboratory that was good to work with. We did not have knowledge of any small business or other certification that Kinnetic held until they provided documentation to us. For our outreach, we did the following steps:

1. We had an introductory call with them in November 2022 about working together (email provided in Attachment A)
2. December 7, 2022, we sent them our Request for Information specific to this LASAN effort (email provided in Attachment A).
3. December 17, 2022, Kinnetic responds affirmatively via email with an attachment of all the requested information (email provided in attachment A). This includes their Letter of Intent sent to us that specifically says they are pleased to work with us on this LASAN effort (email provided in Attachment A).

We selected Kinnetic based on their excellent service history. At the time that we were meeting them in November 2022, we had not yet conducted any of the BIP Outreach requests to the required number of firms within the designated NAICS service codes through the RAMP program. They did not respond to our BIP outreach because we contacted them directly in November 2022. To our knowledge, Kinnetic has never been a Prime Contractor for LASAN and would not have known of the BIP Outreach requirements. We completed all of our BIP outreach to various firms through RAMP on December 1, 2022.

In the material provided in Attachment A, we hope it is clear that Kinnetic not only knew that we were including them as a subcontractor, but they were very pleased to be included, and agreed in writing to be included on our team.

This explanation refers to Kinnetic not responding to BIP outreach, not being listed in the BIP RAMP Summary Sheet, and the explanation and supporting information shows that Kinnetic agreed in writing to be a subcontractor on the Catalyst team.

We Chose Not to Use C2PM Because of Information Indicating Poor Performance in Their Technical Area. We are Willing to Add Them if Required.

One of the contractors that reached out to us through LA RAMP, C2PM, was ultimately not selected to be on our team. We received the request, and asked members of our staff who had past working relationships with C2PM (during previous employment with other firms). Catalyst has never worked with C2PM directly and had not heard of them. We heard from one of our staff members who knew them through her previous employment. Her feedback was that C2PM, who's area of service is various aspects of program management, had negative interactions with clients. Because client interaction is important in program management, this information led us to conclude that they did not have the required technical capability for this category.

In addition, C2PM provides project and program management services. Catalyst also provides these services. Our larger subcontractors (Carollo, Mott McDonald, Michael Baker International) also have these skills. We did not need an additional subcontractor, such as C2PM, with these same skills, which was another reason for us deciding to not include them on our team.

Because our SOQ is centered on provision of excellent, timely, and successful management to LASAN, the feedback we received from one of our staff members, and the fact that our team also had excellent project and program management skills both on the Prime Contractor and several of our subcontractors, we decided not to add C2PM to our team.

We believed we had the discretion to select or not select subcontractors based on what we could determine regarding the quality of their performance within their area of specialization. If we were mistaken, and our explanation for not including them is insufficient, then we would be willing to add them to our team after award, when amendments can be made to our subcontractors.

Closing

We trust these explanations are of the type that you would feel comfortable bringing before the Bureau of Contract Administration as extenuating circumstances that would allow our BIP to be considered responsive. Please let us know if there is anything more we can do in this matter. Please contact me by phone (818-317-7716) or email (dtormey@ce.solutions).

Sincerely,



Daniel R. Tormey
President, Catalyst Environmental Solutions Corporation
315 Montana Ave #311, Santa Monica, CA 90403
(818) 317-7716
dtormey@ce.solutions

Attachment A
Information Supporting our Explanation for Kinetic

December 16, 2022

Dan Tormey, President
Catalyst Environmental Solutions
315 Montana Ave #311
Santa Monica CA, 90401

SUBJECT: On-Call Consultants List for Planning and Technical Support for LA Sanitation and Environment's Clean Water, Environmental Quality, Solid Resources and Watershed Protection Programs

Kinnetic Environmental is pleased to work with Catalyst Environmental Solutions Corporation on the preparation of the Statement of Qualifications for the City of Los Angeles LA Sanitation and Environment (LASAN) On-Call Consultants List for Planning and Technical Support.

Sincerely,



Ken Kronschnabl
Principal
Kinnetic Environmental, Inc.
kkronsch@kinneticenv.com

From: Emily Merickel

Sent: Wednesday, December 7, 2022 6:09 PM

To: kkronsch@kinneticenv.com

Cc: Megan Schwartz <mschwartz@ce.solutions>; Shea Thornbury <sthornbury@ce.solutions>

Subject: Catalyst RFI - LASAN RFQ Clean Water, Env Quality, Solid Resources, and Watershed Protection Programs

Good afternoon Ken,

We've been in touch with your firm regarding the City of Los Angeles Bureau of Sanitation (LASAN) RFQ for Planning and Technical Support Services for LASAN's Clean Water, Environmental Quality, Solid Resources, and Watershed Protection Programs. If your firm is still interested in joining the Catalyst Team, please provide the following materials by Friday, December 16, 2022.

Fill in the Request for Information attachments:

1. Draft Letter of Intent
2. Excel sheet – Firm Info, Staff, and Experience –
3. Teaming Firm Projects (2-4)
4. Teaming Firm Staff Bios (as many as you like)

Other items to send to us:

1. Company logo in .png format
2. Copy of proof of certification for as a minority (MBE), women (WBE), small (SBE), emerging (EBE or CA DGS micro), and/or disabled veteran business enterprises (DVBE). Please make sure your certifications are uploaded to RAMP (www.rampla.org).
3. Copy of staff certifications (e.g., Professional Engineer License, etc.)
4. 2-page resumes for the staff you provided bios for

Thanks!

Emily Merickel

Project Scientist

CELL (810) 334-3321 EMAIL emerickel@ce.solutions

WEBSITE www.ce.solutions



From: [Emily Merickel](#)
To: [Timothy Fleming](#)
Cc: [Ken Kronschnabl](#)
Subject: RE: LASAN RFP Documents
Date: Tuesday, January 17, 2023 2:11:00 PM

Thanks a lot!

Emily Merickel

Project Scientist

CELL (810) 334-3321 EMAIL emerickel@ce.solutions

WEBSITE www.ce.solutions

From: Timothy Fleming <tfleming@kinneticenv.com>
Sent: Tuesday, January 17, 2023 2:07 PM
To: Emily Merickel <emerickel@ce.solutions>
Cc: Ken Kronschnabl <kkronsch@kinneticenv.com>
Subject: Re: LASAN RFP Documents

Emily,
Here are our Raw Rates
Cheers,
Tim.

Timothy Fleming | Project Manager

Kinnetic Environmental, Inc.

Mobile (760) 846-6542 | Office (760) 438-8968

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From: Emily Merickel <emerickel@ce.solutions>
Sent: Tuesday, January 17, 2023 6:46 AM
To: Timothy Fleming <tfleming@kinneticenv.com>
Cc: Ken Kronschnabl <kkronsch@kinneticenv.com>
Subject: RE: LASAN RFP Documents

Caution: This is an EXTERNAL email.

Just to clarify – I have the rates you sent in Dec (attached), but we need raw rates specifically.

Thanks!

Emily Merickel

Project Scientist

CELL (810) 334-3321 EMAIL emerickel@ce.solutions

WEBSITE www.ce.solutions

From: Emily Merickel

Sent: Tuesday, January 17, 2023 9:25 AM

To: Timothy Fleming <tfleming@kinneticenv.com>

Cc: Ken Kronschnabl <kkronsch@kinneticenv.com>

Subject: RE: LASAN RFP Documents

Good morning Tim,

Could you please send your staff raw rates? If you already have them in a separate document, that's fine. But if not, just fill in the attached. The rates are by job title not staff name as required by the RFQ.

Thanks!

Emily

Emily Merickel

Project Scientist

CELL (810) 334-3321 EMAIL emerickel@ce.solutions

WEBSITE www.ce.solutions

From: Timothy Fleming <tfleming@kinneticenv.com>

Sent: Monday, December 12, 2022 4:45 PM

To: Emily Merickel <emerickel@ce.solutions>

Cc: Megan Schwartz <mschwartz@ce.solutions>; Shea Thornbury <sthornbury@ce.solutions>; Ken Kronschnabl <kkronsch@kinneticenv.com>

Subject: LASAN RFP Documents

Emily,

Attached are all the requested document for Kinnetic Environmental, Inc. Please let me know

if you need anything else.

Cheers

Tim

Timothy Fleming | Project Manager

Kinnetic Environmental, Inc.

Mobile (760) 846-6542 | Office (760) 438-8968

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Emails to set up first calls with Kinnetic, and provide them our Request for Information

From: Shea Thornbury <shea@clearviewstrat.com>
Sent: Thursday, August 24, 2023 9:59 AM
To: Megan Schwartz <mschwartz@ce.solutions>; Dan Tormey <dtormey@ce.solutions>; Lindsey Garner <lgarner@ce.solutions>; Emily Merickel <emerickel@ce.solutions>
Cc: Shea Thornbury <sthornbury@ce.solutions>
Subject: Fwd: LASAN 2024 RFQ

From: shea thornbury <shea@clearviewstrat.com>
Subject: Fwd: LASAN 2024 RFQ
Date: November 25, 2022 at 8:40:04 AM PST
To: Dan Tormey <dtormey@ce.solutions>

Hi Dan. I am introducing Richard Watson, Fluidion and Kinnetic (<https://www.kinneticenv.com>) to each other on a call Monday morning at 8am to hear if they have great ideas for strategies for supporting Catalyst (prime) for LASAN's RFQ.

Let me know if you want to join the introduction call or if it makes sense, the next call.

On Wed, Nov 23, 2022, 10:38 PM Ken Kronschnabl <kkronsch@kinneticenv.com> wrote:

Hi Dan,

I can make Monday at 8:00.

Ken Kronschnabl

Kinnetic Environmental, Inc.

Mobile (831) 750-8674 | Office (831) 457-3950

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CONTRACT NO. C- _____

ON-CALL CONSULTANT SERVICES AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

[CONSULTANT'S NAME]

FOR

**PLANNING AND TECHNICAL SUPPORT FOR CLEAN WATER,
ENVIRONMENTAL QUALITY, SOLID RESOURCES, AND
WATERSHED PROTECTION PROGRAMS**



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

Barbara Romero, Director and General Manager

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ON-CALL CONSULTANT SERVICES AGREEMENT

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

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting/consulting services for requiring highly specialized and technical expertise to support the Bureau of Sanitation's (LASAN) Clean Water, Environmental Quality, Solid Resources, Watershed Protection Programs and other related projects on an as-needed or emergency basis; and

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

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

WHEREAS, on October 7, 2022, the Board of Public Works authorized LASAN to distribute a Request for Qualifications (RFQ) for the said services and to negotiate a contract with a qualified proposer; and

WHEREAS, on February 1, 2023, LASAN received 32 Statements of Qualifications in response to the RFQ; and

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

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

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

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

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed

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

ARTICLE 2 – DEFINITIONS

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

AGREEMENT/CONTRACT	This contractual agreement between the CITY and CONSULTANT for planning and technical expertise and services to support Clean Water, Environmental Quality, Solid Resources, Watershed Protection Programs and other related projects.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight unless otherwise specified.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CONSULTANT/CONTRACTOR	[CONSULTANT'S NAME]
CONSULTANT SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
DIRECTOR	Director of LASAN or his/her designated representative
LASAN	Los Angeles Sanitation and Environment (Bureau of Sanitation, Department of Public Works, City of Los Angeles)
LASAN PROJECT MANAGER	The LASAN designated project manager for a specific Task Order Solicitation (TOS)

NOTICE TO PROCEED	The written notice by the DIRECTOR or designee to the successful TOS proposer to commence the work specified in the TOS
ON-CALL CONTRACT REPRESENTATIVE	The CITY'S designated representative for all issues related to this AGREEMENT
SUBCONSULTANT/ SUBCONTRACTOR	An individual, firm, corporation or company of any tier having an agreement with the CONSULTANT to perform work under the AGREEMENT to which the CONSULTANT has obligated itself
TAF	Task Order Agreement Form
TOS	Task Order Solicitation for a specified project/work, which sets out a detailed description of submittal requirements including scope of services, schedule, and payment for that project/work

ARTICLE 3 – PROJECT DESCRIPTION

LASAN's mission is to protect the public health and the environment, delivering services through the management and administration of the Clean Water, Environmental Quality, Solid Resources, Watershed Protection Programs, and other related programs and projects. Because long-term staffing is not feasible and existing LASAN staffing is not available or able to perform the specialized and expert tasks required for the projects under these programs, LASAN seeks to establish a new prequalified on-call list of consulting firms to provide the supporting services on an as-needed basis.

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

- 4.1 CONSULTANT shall perform the services described in Article 4.4 Scope of Services. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional analysts or consultants performing the same or similar services.
- 4.2 CONSULTANT warrants that the services will be performed consistent with generally accepted industry standards.
- 4.3 Maintenance of Records
The CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for

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

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

4.4 Scope of Services

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

Clean Water Program

- Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, Odor Control Implementation and Testing, and Pilot/Special Studies.

Recycled Water Program

- Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization and Water Recycling, Engineering Services, Research and Development of New Technologies, Regulatory Compliance Requirements, Pilot/Special Studies.

Biosolids Program

- Planning, Scientific and Technical Issues, Maintenance and Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements.

Watershed Protection Program

- Planning, Scientific and Technical Issues, Operational Support Services, Engineering Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements.

Solid Resources Program

- Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Waste Diversion Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements.

Landfill Post Closure Maintenance

- Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Site Studies, Site Design, Construction Management Support, and Technology Implementation.

Compost Operations

- Source Testing on Air Pollution Control Equipment, Specialized Compliance Reports, Regulatory Compliance and Permit Support, Facility Studies, and Technology Implementation.

Solid Waste Transfer Station

- Facility and Operation Studies, Engineering Designs, Construction Management Support, Unit Process Evaluation, Automation, and Technology Implementation.

Environmental Quality Program

- Operational and Community-level Greenhouse Gas (GHG) Inventory Preparation, GHG Emissions Projections and Analysis, GHG Inventory Verification, Climate Action Planning, Climate Risk Assessment and Evaluation, GHG Estimation and Inventory Protocol/Methodology Development, Biodiversity, Clean Up Green Up, Comprehensive Cleaning and Rapid Engagement (CARE) support, and Brownfield projects including, but not limited to, EPA grant-funded areawide inventories, Phase I and Phase II environmental site assessments, cleanup plans, and clean ups.

Financial Planning and Debt Financing Program

- Financial Analysis, Financial Modeling, Bond Issuance Support, and Rate Studies.

Strategic Planning/Safety and Training Program

- Specialized Training and Human Resources Development, support LASAN's ongoing labor-management strategic planning effort.

Quality Assurance/Value Assessment

- Review feasibility, constructability and cost-effectiveness of recommended projects and programs.

Support Services

- Provide support services to critically and urgently needed system enhancements, programs, and service upgrades, or certain pilot

projects/programs.

Public Outreach/Education Program

- Including, but not limited to, communicating, and coordinating with community groups, arranging community meetings and public hearings, public engagement including strategic crisis communication, media outreach, developing and/or using social media, and preparing printed, digital, or electronic literature for public dissemination, including translation services. Procurement of services to support community events including, but not limited to, Earth Day LA. Procurement of transportation services for specifically identified schools and agencies to participate in on-site tours.

Pretreatment Program

- Engineering Services Local Limit Program Development, Chemicals of Emerging Concern Research, Pollution Prevention, Environmental Management, Education, and Outreach of LA Industry Fats, Oil, and Grease (Circular Economy Development, Green Chemistry, Biomimicry and Process Improvements), Billing, Permitting and Enforcement regulatory standards and compliance, Local and Federal regulatory training, Environmental Justice, and Monitoring, Sampling and Reporting.

Water Quality Projects (WQPs) Development and Evaluation

- Develop and prepare concept reports, project design reports, feasibility reports, specifications, cost estimates, design plans, and bid packages.

Evaluate and Enhance Best Management Practices (BMPs) regarding Water Quality (WQ) Technology Development

- Develop and enhance BMPs for WQ design, Operations and Maintenance (O&M), and watershed applications and modeling including new BMPs technologies.

Develop Stormwater Technology Projects

- Construct physical structures, design programs, install, and test using BMPs.

WQPs Optimization

- Optimize completed WQ projects to ensure they operate as designed and to improve upon O&M functionality.

WQPs Monitoring

- Provide specialized laboratory analytical services, support various water quality monitoring programs, and collect water samples.

WQPs O&M

- Provide specialized and supportive services, asset management, standard operating procedure (SOP) development, database and modeling, life cycle analysis, replacement cycles determination, and project observation reports.

WQPs Training

- Train LASAN personnel on BMPs for O&M, and other specialized BMPs technologies.

Actual Task Orders may include some or all of the activities listed above.

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

4.5 Assignment of Work:

The selected consultants will be listed in random order. The CITY reserves the right to assign Task Orders under these contracts in any manner to best serve the CITY and the project at issue.

Task Order Solicitations (TOSs) will be prepared by LASAN and issued to all firms on the on-call list through the RAMP. The firms will be asked to submit proposals in response to the TOS. For each Task Order, the project will be awarded to the on-call consultant whose proposal represents the best overall value to the CITY for the requested work.

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

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

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

ARTICLE 5 – KEY CONSULTANT PERSONNEL

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

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

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

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

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

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

CITY designates the Contracts Manager of the Administration Division as its ON-CALL CONTRACT REPRESENTATIVE to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ON-CALL CONTRACT REPRESENTATIVE.

The ON-CALL CONTRACT REPRESENTATIVE may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to serve as the LASAN PROJECT MANAGER for each individual TOS. The CONSULTANT will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONSULTANT as deemed reasonably necessary and appropriate by CITY.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

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

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

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

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

ARTICLE 8 – SUSPENSION

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

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY'S convenience at any time by providing the CONSULTANT thirty days (30) written notice. Upon receipt of the notice of termination, the CONSULTANT shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONSULTANT to effect the termination. Thereafter, the CONSULTANT shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

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

9.2.2 If the default under this CONTRACT is due to the CONSULTANT'S failure to maintain the insurance required under this CONTRACT, the CONSULTANT

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

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

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

9.2.5 Acts of Moral Turpitude

a) The CONSULTANT shall immediately notify the CITY if the CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b) If the CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

c) If the CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONSULTANT an opportunity to present evidence of the CONSULTANT'S ability to perform under the terms of this CONTRACT.

d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse,

regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONSULTANT.

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

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONSULTANT was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 9.1 Termination for Convenience.

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

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

ARTICLE 10 – SUBCONTRACT APPROVAL

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

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

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

The CONSULTANT shall provide the Task Order List of Subconsultants (Schedule B, **Exhibit B**). Schedule B is required to be submitted to the LASAN PROJECT MANAGER prior to commencement of any work awarded. The CONSULTANT shall provide an overall contract summary of the utilization profile of subconsultants as part of the monthly invoice (Schedule C, **Exhibit C**). The summary shall include all tasks completed to date or underway. Upon completion of each Task Order Solicitation, the CONSULTANT shall prepare and submit the "Final Report of Subcontracting" Form (Schedule D, **Exhibit D**) to the LASAN PROJECT MANAGER within 15 working days after completion of the Task Order.

ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT

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

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

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

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

11.1 Cost Reimbursement – Billing Salary Rate Basis

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

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

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

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

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

11.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY plus an administrative fee of five (5) percent. No administrative fee is allowed on Other Direct Costs by the

subconsultants. The subconsultants shall bill the CONSULTANT for other direct costs at cost with no markup.

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

11.2 Cost Reimbursement - Hourly Billing Rate Basis

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

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

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

11.3 Lump Sum Basis

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

11.4 Proposed Project Cost Breakdown

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

Task Orders specifying a Cost Reimbursement - Hourly Billing Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Hourly Billing Rates, Other Direct Cost, and Subcontract Expenses. For Task Orders specifying a Lump Sum compensation method, the Proposed Project Cost Worksheet shall set forth the total project cost and the appropriate payment milestones.

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

11.5 Compensation

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

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

11.6 Invoicing and Payment

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

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

Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the LASAN PROJECT MANAGER to establish the amount of such invoices as allowable expenses. The CONSULTANT shall submit a Subcontractor Utilization Form, **Exhibit C** [Schedule C, MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE], as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/ DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.

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

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

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

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

If the project requires, and the CITY and CONSULTANT mutually agree, specialty subconsultant services may be requested on a specific project Task

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

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

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

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

11.6.5 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to

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

11.6.6 False Claims Act

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

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

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

paragraph shall survive expiration or termination of this AGREEMENT.

13.2 INSURANCE

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

13.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 14 - INDEPENDENT CONTRACTORS

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

ARTICLE 15 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

- 15.1 CONSULTANT warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this AGREEMENT. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports,

calculations, and other services.

- 15.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONSULTANT will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONSULTANT or SUBCONTRACTOR of any tier).

ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION

The CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software,

hardware, or firmware used by CONSULTANT, or its SUBCONSULTANTS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its SUBCONSULTANTS of any tier, under the AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

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

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONSULTANT or its SUBCONSULTANTS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONSULTANT hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

Any subcontract entered into by the CONSULTANT relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its SUBCONSULTANTS with such obligations shall subject the CONSULTANT to the imposition of any and all

sanctions allowed by law, including but not limited to termination of the CONSULTANT'S CONTRACT with the CITY.

ARTICLE 19 – SUCCESSORS AND ASSIGNS

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

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Person: Nancy Lantin
Title: ON-CALL CONTRACT REPRESENTATIVE
Address: 1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
Telephone: (213) 485-2158
E-mail: nancy.lantin@lacity.org

To CONSULTANT:

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

ARTICLE 21 – FORCE MAJEURE

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

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONSULTANT of

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

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

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23 – DISPUTES

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

ARTICLE 24 – ENTIRE AGREEMENT

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

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

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

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or

in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

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

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

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

ARTICLE 27 – WAIVER

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

ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

ARTICLE 29 – PERMITS

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

ARTICLE 30 – BEST TERMS

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

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 32 – BREACH

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

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

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

A. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

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

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

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

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

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

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

ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

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

35.2 WORKER RETENTION ORDINANCE

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

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONSULTANT represents and certifies that:

A. The CONSULTANT shall comply with the Americans with Disabilities Act, as

amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONSULTANT understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

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

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

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

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of the Border Wall Contracting Ordinance (DBWCO), any TOS awarded under this Contract will be subject to the SDO, Section 10.41 of the Los Angeles

Administrative Code (LAAC), and the DBWCO, Section 10.50 of the LAAC, as may be amended from time to time. The CONSULTANT certifies that it has complied with the applicable provisions of these Ordinances. Contractor is responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

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

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

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

ARTICLE 43 – RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONSULTANT, CONSULTANT’S principals, and the CONSULTANT’S SUBCONSULTANTS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONSULTANTS (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

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

ARTICLE 45 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 [AMENDMENTS ARTICLE] hereof.

ARTICLE 46 – DATA PROTECTION

A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in

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

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

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

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

ARTICLE 48 – CITY CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

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

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

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

transactions, including PCI DSS services, the CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE

SECTION 5164

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

If applicable, the CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONSULTANT is required to have all employees, volunteers, and SUBCONSULTANTS (including all employees and volunteers of any SUBCONSULTANT) of the CONSULTANT working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

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

ARTICLE 52 – CONFIDENTIALITY

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

ARTICLE 53 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, and by the parties in

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

ARTICLE 54 – COVID-19 VACCINATION REQUIREMENTS

Employees of the CONSULTANT and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, the CONSULTANT shall obtain proof that such Consultant Personnel has been fully vaccinated. The CONSULTANT shall retain such proof for the document retention period set forth in this AGREEMENT. The CONSULTANT shall grant medical or religious exemptions to Consultant Personnel as required by law.

ARTICLE 55 - CONTRACTOR DATA REPORTING

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

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

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Virginia Choi

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

[CONSULTANT NAME]

By: _____
[Name]

Title: _____

Date: _____