0150-11482-0000

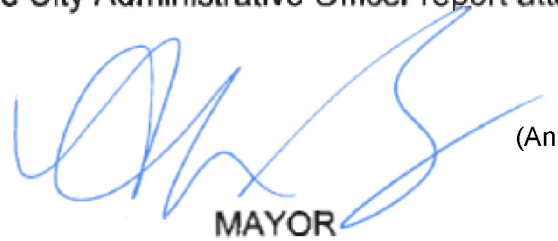
# TRANSMITTAL

| TO | DATE | COUNCIL FILE NO. |
|---|---|---|
| The Council | 09/19/19 | |
| **FROM** | | **COUNCIL DISTRICT** |
| The Mayor | | All |

**Amendment No. 1 to 20 Pre-Qualified On-Call Contracts for Architectural and Related Professional Services.**

Approved and transmitted for your consideration. The Council has 60 days from the date of the receipt to act. Otherwise, the contract amendments will be deemed approved pursuant to Charter Section 606.

See the City Administrative Officer report attached.



(Ana Guerrero for)

MAYOR

*RHL:SMC:06200023t*

CAO 649-d

# 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: 09-16-19 | C.D. No. All | CAO File No.: 0150-11482-0000 |
|---|---|---|---|
| Contracting Department/Bureau: Bureau of Engineering | | Contact: Neil Drucker (213-847-4708); Mark Nakata (213-485-4385) | |

Reference: Board of Public Works' transmittal dated September 11, 2019; referred for report on September 11, 2019

Purpose of Contract: To provide pre-qualified on-call architectural and related professional services for the Public Buildings and Open Spaces Program for an additional five years

| Type of Contract: ( ) New contract ( X ) Amendment, Contract No. - See Report | Contract Term Dates: Approximately five (5) years, from the current expiration date to September 23, 2024 |
|---|---|

Contract/Amendment Amount: N/A

Proposed amount $ TBD + Prior award(s) $ 29,155,652 = Total $ TBD

Source of funds: Funding will come from various sources depending on the project

Name of Contractor: See report.

Address: See report.

| | Yes | No | N/A | Contractor has complied with: | Yes | No | N/A |
|---|---|---|---|---|---|---|---|
| 1. Council has approved the purpose | X | | | 8. Business Inclusion Program | X | | |
| 2. Appropriated funds are available | | | X | 9. Equal Benefits & First Source Hiring Ordinances | X | | |
| 3. Charter Section 1022 findings completed | X | | | 10. Contractor Responsibility Ordinance | X | | |
| 4. Proposals have been requested | X | | | 11. Disclosure Ordinances | X | | |
| 5. Risk Management review completed | X | | | 12. Bidder Certification CEC Form 50 | X | | |
| 6. Standard Provisions for City Contracts included | X | | | 13. Prohibited Contributors (Bidders) CEC Form 55 | X | | |
| 7. Workforce that resides in the City: See report | | | | 14. California Iran Contracting Act of 2010 | X | | |

## RECOMMENDATION

That the Council:

1. Authorize the Board of Public Works, on behalf of the Bureau of Engineering, to execute Amendment No. 1 to the following 20 Contracts for pre-qualified on-call architectural and related professional services for the Public Buildings and Open Spaces Program, for approximately five years, from the expiration date of the original contracts to September 23, 2024, for a total of up to 10 years, upon verification that the consultants are in compliance with the insurance and contracting requirements.

| Consultant | Contract # | Contract Expiration Date | Address | Workforce Residing in City |
|---|---|---|---|---|
| AC Martin Partners, Inc | C-124786 | 10/19/2019 | 444 South Flower St, Suite 1200, LA, CA 90071 | 45.2% |
| Arkiterv, Inc. dba Studio Pali Fekete: architects | C-124802 | 10/19/2019 | 8609 Washington Blvd, Culver City, CA 90232 | 86.9% |
| Brooks + Scarpa Architects, Inc | C-124703 | 9/24/2019 | 3929 West 139th Street, Hawthorne, CA 90250 | 72.7% |
| Eric Owen Moss Architects | C-125148 | 1/4/2020 | 8557 Higuera Street, Culver City, CA 90232 | 81.3% |
| Gonzalez/Goodale Architects | C-124803 | 10/19/2019 | 135 West Green Street, Suite 200, Pasadena, CA 91105 | 33.3% |
| Gruen Associates | C-124702 | 9/24/2019 | 6330 San Vicente Blvd, Suite 200, LA, CA 90048 | 61.8% |

| | | | |
|---|---|---|---|
| SMC | Analyst | 06200023 | City Administrative Officer |

| | | | | |
|---|---|---|---|---|
| Gwynne Pugh Urban Studio, Inc | C-124700 | 9/24/2019 | 2800 28th Street, Ste. 171, Santa Monica, CA 90405 | 57.1% |
| HMC Architects | C-124787 | 10/19/2019 | 633 West 5th Street, Third Floor, LA, CA 90071 | 6.2% |
| IBI Group formerly Tetra-IBI Group Architecture Planning | C-124701 | 9/24/2019 | 315 West 9th Street, Suite 600, LA, CA 90015 | 5.7% |
| John Friedman/Alice Kimm Architects, Inc | C-124801 | 10/19/2019 | 821 Traction Ave, Suite 107, LA, CA 90013 | 80.0% |
| Lehrer Architects LA, Inc | C-124698 | 9/24/2019 | 2140 Hyperion Avenue, LA, CA 90027 | 100.0% |
| M. Arthur Gensler Jr. & Associates. Inc | C-124805 | 10/30/2019 | 500 South Figueroa Street, LA, CA 90071 | 4.7% |
| Paul Murdoch Architects, APC | C-124804 | 10/19/2019 | 8820 Wilshire Boulevard, Suite 330, Beverly Hills, CA 90211 | 100.0% |
| Perkins & Will, Inc | C-124699 | 9/24/2019 | 617 West Seventh Street, Suite 1200, LA, CA 90017 | 2.8% |
| Pfeiffer Partners Architects, Inc. | C-124799 | 10/19/2019 | 700 South Flower Street, Suite 1150, LA, CA 90017 | 26.1% |
| Rios Clementi Hale Studios | C-124705 | 9/24/2019 | 3101 West Exposition Place, LA, CA 90018 | 99.3% |
| RoTo Architects, Inc | C-124800 | 10/19/2019 | 600 Moulton Avenue, Suite 405, LA, CA 90031 | 83.3% |
| The S/L/A/M Collaborative formerly Frank R. Webb Architects, Inc. | C-125922 | 4/27/2020 | 8607 Venice Boulevard, LA, CA 90034 | 3.0% |
| SMA, Inc. dba Sparano & Mooney Architecture | C-124704 | 9/24/2019 | 642 Moulton Avenue Studio W4, LA, CA 90031 | 25.0% |
| XTEN Architecture | C-125923 | 4/27/2020 | 10315 Jefferson Boulevard, Culver City, CA 90232 | 87.5% |

2. Instruct the Bureau of Engineering to complete a Request for Qualification process to establish a new pre-qualified on-call consultants list for architectural and related professional services for the Public Building and Open Spaces Program no later than December, 2021 to avoid the need for future amendments of the existing list.

3. Instruct the Bureau of Engineering to submit a semi-annual report on the utilization of consultants to this Office for review. The report should include, but not be limited to, the Task Orders solicited, consultants awarded, basis for using the rotation list, funds budgeted and expended, funding sources and accounts, completion dates for tasks, basis of compensation, and subcontractor outreach.

**SUMMARY**

In accordance with Executive Directive No. 3, the Board of Public Works, on behalf of the Bureau of Engineering (Bureau), requests authority to execute the First Amendment to 20 contracts, listed above, to continue architectural and related professional services for various park and public open spaces projects. The term of the current contracts is five years, with expiration dates ranging from September 24, 2019 to April 27, 2020. Due to staff limitations and workloads, BOE was not able to establish a new on-call list during the contract term. The proposed amendments would extend the current contract term from the expiration date of the current contracts to September 24, 2024, for a total of up to 10 years. This will provide sufficient time for the Bureau to establish a new pre-qualified on-call (PQOC) list of consultants while ensuring no interruption in services. In accordance with Los Angeles Administrative Code Section 10.5(a) pertaining to construction related contracts, Council approval is required to execute the proposed Amendments as the revised total contract term exceeds five years.

The Bureau has been using PQOC consultants for architectural and related professional services since 2008. The scope of work includes, but is not limited to, preparing master plans, architectural design plans, construction documents, cost estimates, project construction management, and coordinating related engineering design plans. Under the current on-call list, the Bureau has issued 55 Task Orders, for a total cost of $29,155,652. There are currently 38 active Task Orders that are at various stages of completion, and some will not be completed before the expiration of the current contracts.

The Bureau reports that they will initiate the Request for Qualifications (RFQ) for proposals from consultants to provide services on an on-call basis for various public open spaces projects once these contracts have been amended. The RFQ process will allow other firms, which are not in the original contracting pool, to compete. The Bureau expects to establish the new PQOC list by March 2021, and subsequently, it will award tasks under the new list.

In accordance with Charter Section 1022, the Personnel Department determined that the following City classification series across 14 City departments have the expertise to perform the work being proposed: Architect series, Building Electrical Engineer series, Building Mechanical Engineer series, Structural Engineering series, Civil Engineering series, and Architectural Drafting Technician series. The two responding City departments reported that their existing staffing levels are insufficient to address additional and future projects on an as-needed basis. Therefore, this Office determined that the services to be provided are more feasibly performed by contractors than by City employees.

The proposed amendments will not modify the scope of work, the consultant selection process, or rate of compensation to the PQOC consultants. The amendments will extend the contract term by approximately five additional years, from the current expiration dates, ranging from September 24, 2019 through April 27, 2020, to September 23, 2024. The proposed amendments contain updated contracting provisions pertaining to termination, bonds, ownership of data and intellectual property, Non-Discrimination, excusable delays, Living Wage Ordinance, Americans with Disabilities Act, Contractor Responsibility Ordinance, Slavery Disclosure Ordinance, Contract Bidder Ethics, and First Source Hiring. Additionally, the amendments include new standard contracting provisions, Articles 44 to 55, that were not included in the prior contracts. Prior to executing the proposed amendments with the consultants, the Bureau should ensure that the consultants have complied with all contracting provisions and the City's insurance requirement.

## FISCAL IMPACT STATEMENT

The proposed First Amendments will have no direct General Fund impact, as funding will be provided on a project by project basis from various funds, including the General Fund, subject to the availability of funds. In addition, the contracts contain a Financial Liability Clause which limits the City's financial obligation to the amount approved by the Mayor and Council. The recommendations in this report comply with the City's Financial Policies as project funding will be used to support project expenditures.

*RHL:SMC:06200023*

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 2

September 11, 2019
CD Nos. All

**REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO THE 20 CONSULTANT CONTRACTS FOR PRE-QUALIFIED ON-CALL (PQOC) ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES FOR THE PUBLIC BUILDINGS AND OPEN SPACES PROGRAM**

**RECOMMENDATIONS**

1. Approve and forward this report with transmittals to the Mayor and City Council requesting the following:

   a. Approve Amendment No. 1, increasing the total contract term from five years up to 10 years, to each of the Contracts between the City of Los Angeles (City) and the following 20 firms (FIRMS):

      - AC Martin Partners, Inc. (CO124786)
      - Arkiterv, Inc. dba Studio Pali Fekete: architects (CO124802)
      - Brooks + Scarpa Architects, Inc. (CO124703)
      - Eric Owen Moss Architects (CO125148)
      - Gonzalez Goodale Architects (CO124803)
      - Gruen Associates (CO124702)
      - Gwynne Pugh Urban Studio, Inc. (CO124700)
      - HMC Architects (CO124787)
      - IBI Group formerly Tetra-IBI Group (CO124701)
      - John Friedman Alice Kimm Architects, Inc. (CO124801)
      - Lehrer Architects LA, Inc. (CO124698)
      - M. Arthur Gensler Jr. & Associates, Inc. (CO124805)
      - Paul Murdoch Architects, APC (CO124804)
      - Perkins + Will, Inc. (CO124699)
      - Pfeiffer Partners Architects, Inc. (CO124799)
      - Rios Clementi Hale Studios (CO124705)
      - RoTo Architects, Inc. (CO124800)
      - The S/L/A/M Collaborative formerly Frank R. Webb Architects, Inc. (CO125922)
      - SMA, Inc. dba Sparano and Mooney Architecture (CO124704)
      - XTEN Architecture (CO125923)

   b. Authorize the President or two members of the Board of Public Works (Board) to execute Amendment No. 1.

2. Notify the Bureau of Engineering (BOE), Architectural Division, Neil Drucker, Phone No. (213) 847-4708, when this Amendment is ready to be executed by the Board, whereupon five original copies of the Amendment will be delivered to the Executive Officer of the Board for signature.

3. Upon execution, request the City Clerk to attest and certify the five original copies of Amendment No. 1. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Neil Drucker.

**FISCAL IMPACT STATEMENT**

The 20 contracts are PQOC Consultant contracts for as-needed services and do not commit the City to any expenditures. Funds are encumbered on a project-by-project basis from various funding sources at the time the specific task orders are awarded to the FIRMS. All funds expended on task orders for consultants off the PQOC consultants list are funds that have been approved in the individual project or program budgets. The BOE will ensure that adequate funds are available to cover the costs for work on specific projects and will obtain Board authorization for task orders over $150,000.

**TRANSMITTALS**

1. Copy of the BOE Joint Report No. 1, adopted on June 11, 2014, authorizing to Execute Personal Services Contracts.

2. Copy of each of the original executed PQOC contracts between the City and the FIRMS.

3. Copy of each of the Proposed Amendments No. 1.

**DISCUSSION**

***Background***

On December 13, 2012, the BOE issued a Request for Qualifications (RFQ) for PQOC architectural and related professional services for various projects. On June 11, 2014, the Board adopted a joint BOE and Bureau of Contract Administration (BCA) Board Report recommending the execution of the proposed contracts with the 20 FIRMS (Transmittal No. 1). The execution and expiration dates of the 20 original PQOC contracts (Transmittal No. 2) between the City and the FIRMS vary from contract to contract. In 2014, when the contracts were being executed, the Board staff requested that the BOE's Architectural Division submit contracts in batches for contracts that the BOE considered at that time to be a higher priority. Prior to the contracts execution, some of the consultants were late in providing verification of insurance as requested by the Board staff. That is why there are varying contract execution dates starting in late September 2014 through April 2015. Eight of the 20 contracts were executed on September 24, 2014 and will expire on September 23, 2019. Eight of the 20 contracts were executed on October 20, 2014 and will expire on October 19, 2019. One of the 20 contracts was executed on October 31, 2014 and will expire on October 30, 2019. One

of the 20 contracts was executed on January 5, 2015 and will expire on January 4, 2020. Two of the 20 contracts required a subsequent Board report and were executed on April 28, 2015 and will expire on April 27, 2020. In order to maintain a uniform expiration date for proposed Amendment No. 1, the BOE recommends establishing an expiration date of September 23, 2024, for all contracts, which will extend the contract durations ranging from approximately four and one-half years to five years.

Amendment No. 1 (Transmittal No. 3) for each contract is needed to give the consultants additional time to complete their existing task orders and enable the BOE to issue Task Order Solicitations (TOS) for new projects as required. The proposed Amendment No. 1 will extend the term of the contracts for a maximum of an additional five years, allowing the City Engineer or the Board to authorize task orders to these FIRMS until a successor list of the PQOC architectural consultant contracts is executed. The BOE is starting to prepare a RFQ for a new PQOC Architectural list, but will not be able to execute new contracts before the existing contracts terminate.

Eight of the current contracts will terminate starting on September 23, 2019. Seven of these eight consultants have been issued active task orders, including the Los Angeles Street Civic Building, Pershing Square Renew, and the Los Angeles River Greenway. Most of the FIRMS on the list of 20 are currently working on projects for the Public Buildings and Open Spaces Program or providing architectural related services to other client City Departments. The scope of their work includes providing architectural design services and technical support during the construction phase of projects. Four of the FIRMS are currently working on task orders involving homeless service facilities and affordable housing studies. Two of these four FIRMS are designing shelter facilities for the Mayor's Executive Directive No. 24 Building "A Bridge Home." Continuity of their services on these projects is important to minimize adverse impact to the projects' schedule, budget and quality.

Table 1 summarizes the utilization of the PQOC Architectural list to date:

**TABLE 1: 2014 PQOC Architectural Consultants Contracts List Summary**

| Consultant | Contract No. | Contract Expiration Date | No. of Tasks Award as of July 30, 2019 | Existing TOS Scheduled to be Completed Beyond Contract Expiration Date | Notice-to-Proceed (NTP) Dollar Amount as of July 30, 2019 |
|---|---|---|---|---|---|
| AC Martin Partners, Inc. | CO124786 | October 19, 2019 | 1 | None | $ 200,000 |
| Arkitery, Inc. dba Studio Pali Fekete: architects | CO124802 | October 19, 2019 | 3 | TOS No. 43 Taylor Yard Pedestrian Bridge; TOS No. 44 Rancho La Cienega Sports Complex; and TOS | $ 718,334 |

| | | | | | |
|---|---|---|---|---|---|
| | | | | No. 35 Warner Grand Theatre | |
| Brooks + Scarpa Architects, Inc. | CO124703 | September 23, 2019 | 5 | TOS No. 6 Engine Company 23 Arts Center; and TOS No. 30 Northeast Police Station Parking Garage | $ 1,725,364 |
| Eric Owen Moss Architects | CO125148 | January 4, 2020 | 2 | TOS No. 27 Highland Park Junior Arts Center | $ 769,056 |
| Gonzalez/Goodale Architects | CO124803 | October 19, 2019 | 3 | TOS No. 41.2 A Bridge Home Projects; TOS No. 41.3 CD2 Navigation Center; and TOS No. 45 LADOT Downtown Bus Maintenance Yard | $ 1,597,072 |
| Gruen Associates | CO124702 | September 23, 2019 | 4 | TOS No. 18 Professional Design Review for Los Angeles Convention Center; TOS No. 22 L.A. River Greenway; Pershing Square Renew; TOS No. 33 Pershing Square Renew Phase IA; and TOS No. 40 LAPD Motor Transport Solar Photovoltaic | $ 6,421,422 |
| Gwynne Pugh Urban Studio, Inc. | CO124700 | September 23, 2019 | 0 | None | $ 0 |
| HMC Architects | CO124787 | October 19, 2019 | 3 | TOS No. 2 Normandale Recreation Center; and TOS No. 3 Echo Park Skate Park | $ 462,051 |
| IBI Group formerly Tetra-IBI Group | CO124701 | September 23, 2019 | 10 | TOS No. 4 South Sanitary Sewer Maintenance Yard; TOS No. 9 Electrical Engineering for South Park; TOS No. 10 Citywide Yards Master Plan; TOS No. 29 North Hollywood Sewer Maintenance Yard; TOS No. 16 Verdugo Hills Pool; TOS No. 36 ATSAC Design Services; TOS No. 46 Parker | $ 2,075,493 |

| | | | | | |
|---|---|---|---|---|---|
| | | | | Center Demolition; and TOS No. 47 City Hall East Electrical Server Room Upgrade | |
| John Friedman/Alice Kimm Architects, Inc. | CO124801 | October 19, 2019 | 5 | TOS No. 28 Van Ness Recreation Center Pool; TOS No. 34 Pio Pico Library Pocket Park; TOS No. 38 CD8 Navigation Center; and TOS No. 42 DCTWRP Maintenance Facility Expansion | $ 4,332,348 |
| Lehrer Architects LA, Inc. | CO124698 | September 23, 2019 | 5 | TOS No. 24 Algin Sutton Pool; LAGWRP Personnel Building; TOS No. 31 Sanitation L.A. - Glendale Water Reclamation Plant Administration Building; and TOS No. 50 Hollywood Gymnasium (PENDING) | $ 2,407,540 |
| M Arthur Gensler Jr & Associates, Inc. | CO124805 | October 30, 2019 | 3 | TOS No. 52A/340L Hollywood Walk of Fame; and TOS No. 55 Madrid Theatre Renovations | $ 483,666 |
| Paul Murdoch Architects APC | CO124804 | October 19, 2019 | 1 | TOS No. 26 Boyle Heights Sports Center | $ 951,955 |
| Perkins & Will, Inc. | CO124699 | September 23, 2019 | 5 | TOS No. 37 L.A. Street Civic Building Programming and Performance Specifications; TOS No. 41.1 Emergency Bridge Housing; TOS No. 41.4 CD15 Homeless Storage Center; and TOS No. 54 Destination Crenshaw | $ 4,201,926 |
| Pfeiffer Partners Architects, Inc. | CO124799 | October 19, 2019 | 0 | None | $ 0 |
| Rios Clementi | CO124705 | September 23, | 2 | TOS No. 14 Greek | $ 833,344 |

| | | | | | |
|---|---|---|---|---|---|
| Hale Studios | | 2019 | | Theatre Improvements | |
| Roto Architects, Inc. | CO124800 | October 19, 2019 | 1 | TOS No. 48 Channel 35 Studio | $ 555,556 |
| S/L/A/M Collaborative formerly Frank R. Webb Architects, Inc. | CO125922 | April 27, 2020 | 0 | None | $ 0 |
| SMA, Inc. dba Sparano & Mooney Architecture, Inc. | CO124704 | September 23, 2019 | 2 | TOS No. 7 Studio City Recreation Center; and TOS No. 32 Granada Hills Pool | $ 1,420,525 |
| XTEN Architecture | CO125923 | April 27, 2020 | 0 | None | $ 0 |
| **Total Tasks** | | | **55** | **Total Dollar Value** | **$29,155,652** |

***Business Inclusion Program (BIP) Outreach Requirements***

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) an equal opportunity to compete for and participate in City contracts. At the time, this RFQ was originally distributed in December 2012, the City had established anticipated participation levels of 18 percent MBE, 4 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE. Because of the additional certification categories of SBE, EBE, and DVBE since the last time the RFQ was released and the requirement that all new TOS be posted on the Los Angeles Business Assistance Virtual Network (LABAVN.org) after contract execution, there has been a continuing learning process for both the BOE staff and consultant staff in administering the BIP. In order to further increase transparency, the BOE's Architectural Division began posting TOS on the LABAVN.org, starting with TOS No. 28 on September 9, 2016. The BIP compliance monitoring by the BOE has been ongoing for a consultant contract list for which 55 task orders, totaling $29,155,652, have been awarded and included over 300 subconsulting opportunities.

Due to the urgent necessity to execute the contract amendments prior to the first contracts expiring on September 23, 2019, the BCA was unable to confirm the reported certification status of the listed subcontractors or that subcontractors were added or substituted in compliance with the contract terms. The BCA was only able to confirm that the listed subcontractors and subcontract amounts match the Personal Services Contracting System (PSCS) reports provided by the BOE. However, this information could not be confirmed for some of the task orders due to missing documents for the following firms: Arkiterv, Inc. dba Studio Pali Fekete: architects; Brooks + Scarpa Architects, Inc.; Gruen Associates; Lehrer Architects LA, Inc.; IBI Group formerly Tetra-IBI Group; John Friedman Alice Kimm Architects, Inc.; M. Arthur Gensler Jr. & Associates, Inc.; and Rios Clementi Hale Studios. All information on the below tables were reported to the BOE's PSCS as of July 30, 2019. Additionally, the BOE revised the Final Board

Report to update some of the subconsultant utilization amounts. The BCA has not reviewed these final revisions.

Gender/Ethnicity Codes:

| | |
|---|---|
| AA = African American | HA = Hispanic American |
| APA = Asian Pacific American | SAA = Subcontinent Asian American |
| NA = Native American | C = Caucasian |
| M = Male | F = Female |

***AC Martin Partners, Inc. (CO124786)***

AC Martin Partners, Inc. was awarded one task order, Design Competition for the Los Angeles Convention Center Expansion Project (TOS No. 1), with pledged participation of 1.00 percent MBE, 2.50 percent WBE, 7.00 percent SBE, 7.00 percent EBE, 3.50 percent DVBE, and 58.00 percent OBE; the actual participation levels achieved as of March 22, 2016 are 1.00 percent MBE, 2.50 percent WBE, 7.00 percent SBE, 7.00 percent EBE, 3.50 percent DVBE, and 58.00 percent OBE. Upon approval of contract Amendment No. 1, AC Martin Partners, Inc. has pledged overall participation levels of 1.00 percent MBE, 2.50 percent WBE, 7.00 percent SBE, 7.00 percent EBE, 3.50 percent DVBE, and 58.00 percent OBE.

Since contract execution, AC Martin Partners, Inc. has added three subconsultants, including Glumac, LMN Architects, and Magnusson Klemencic Associates. The reason for the addition of these subconsultants was to prepare for the firm's entry for TOS No. 1.

***TOS No. 1***

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for AC Martin Partners, Inc. was the following:

**Table 2: TOS No. 1**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Clarke Project Solutions | | SBE, EBE, DVBE | 3.50% | $ 7,000 |
| FPL & Associates, Inc. | M/APA | MBE, SBE, EBE | 1.00% | $ 2,000 |
| Glumac | | OBE | 1.50% | $ 3,000 |
| LMN Architects | | OBE | 55.00% | $110,000 |
| Magnusson Klemencic Associates | | OBE | 1.50% | $ 3,000 |
| Melendrez (aka RELM) | F/C | WBE, SBE, EBE | 2.50% | $ 5,000 |
| **Subtotal Subconsultant Participation** | | | **65.00%** | **$130,000** |
| Prime Participation | | | 35.00% | $ 70,000 |
| **Total Invoiced to Date** | | | | **$200,000** |

| Table 2A: TOS No. 1 AC Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 1.00% | 2.50% | 7.00% | 7.00% | 3.50% | 58.00% |
| **($) Amount** | $2,000 | $5,000 | $14,000 | $14,000 | $7,000 | $116,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Arkiterv, Inc. dba Studio Pali Fekete: architects (CO124802)***

Arkiterv, Inc. dba Studio Pali Fekete: architects has been issued three task orders under the current contract, including TOS No. 35 (Warner Grand Theater Feasibility Assessment), TOS No. 43 (Taylor Yard Pedestrian Bridge), and TOS No. 44 (Rancho Cienega Sports Complex). On December 19, 2018, the Board authorized the transfer of these two task orders, TOS No. 43 and TOS No. 44, from the expired Arkiterv, Inc. dba Studio Pali Fekete: architects contract, CO114047, to the current contract, CO124802, including the subconsultants already working on these projects.

Since the contract execution, Arkiterv, Inc. dba Studio Pali Fekete: architects has added 10 subconsultants, including 3QC, Inc.; Aquatic Design Group; Arup Engineers; Construction Analysis and Planning, LLC; D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec; JCE Structural Engineering Group, PH.D; A design Office; Servitek Solutions; TheatreDNA; and V&M Electrical Engineering.

The subconsultants assigned to Arkiterv, Inc. dba Studio Pali Fekete: architects' Taylor Yard Pedestrian Bridge and the Rancho Cienega Sports Complex Task Orders were originally subject to the City's former MBE/WBE/OBE program prior to the transfer of the task orders to the current contract. The former MBE/WBE/OBE program did not include the BIP certification categories of SBE, EBE, and DVBE. However, in addition to the MBE or WBE certifications, some of these firms are also certified in the SBE and EBE categories.

***Warner Grand Theater Feasibility Assessment (TOS No. 35)***

As of July 30, 2019, for TOS No. 35, Arkiterv, Inc. dba Studio Pali Fekete: architects achieved actual participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. The consultant was issued a NTP for this task order on September 27, 2018 and recently submitted their first invoice. The BOE is reviewing the invoice to verify subconsultant participation. Upon approval of contract Amendment No. 1, Arkiterv, Inc. dba Studio Pali Fekete: architects has pledged participation levels of 27.00 percent MBE, 7.87 percent WBE, 15.50 percent SBE, 7.50 percent EBE, 4.83 percent DVBE, and 27.00 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arkiterv, Inc. dba Studio Pali Fekete: architects was the following:

| Table 3: TOS No. 35 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Historic Resources Group | F/C | WBE | 0.00% | $ 0 |
| TheatreDNA | | OBE | 0.00% | $ 0 |

| | | | | |
|---|---|---|---|---|
| JCE Structural Engineering Group | M/HA | MBE, EBE, SBE | 0.00% | $ 0 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec, | M/APA | MBE, SBE | 0.00% | $ 0 |
| Servitek Solutions | M / APA | DVBE, MBE | 0.00% | $ 0 |
| Iskander Associates | F/APA | MBE | 0.00% | $ 0 |
| Mollenhauer Group | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 100.00% | $40,000 |
| **Total Invoiced to Date** | | | | **$40,000** |

| **Table 3A: TOS No. 35 Total Subconsultant Participation** | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| **Table 4: TOS No. 35** | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Historic Resources Group | F/C | WBE | 7.87% | $ 5,900 |
| TheatreDNA | | OBE | 6.67% | $ 5,000 |
| JCE Structural Engineering Group | M/HA | MBE, EBE, SBE | 7.50% | $ 5,625 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M/APA | MBE, SBE | 8.00% | $ 6,000 |
| Servitek Solutions | M/APA | DVBE, MBE | 4.83% | $ 3,625 |
| Iskander Associates | F/APA | MBE | 6.67% | $ 5,000 |
| Mollenhauer Group | | OBE | 5.13% | $ 3,850 |
| **Subtotal Subconsultant Participation** | | | | **$35,000** |
| Prime Participation | | | | $40,000 |
| **Base Task** | | | | **$75,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$20,000** |
| **Total Task Budget Authority** | | | | **$95,000** |

| **Table 4A: TOS No. 35 Total Subconsultant Participation** | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 27.00% | 7.87% | 15.50% | 7.50% | 4.83% | 27.00% |
| **($) Amount** | $20,250 | $5,900 | $11,625 | $5,625 | $3,625 | $8,850 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Taylor Yard Pedestrian Bridge (TOS No. 43)***

As of July 30, 2019, for the Taylor Yard Pedestrian Bridge (TOS No. 43), Arkiterv, Inc. dba Studio Pali Fekete: architects achieved actual participation levels of 0.0 percent MBE, 0.0 percent WBE, 0.0 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 67.59 percent OBE. Upon approval of contract Amendment No. 1, Arkiterv, Inc. dba Studio Pali Fekete: architects has pledged participation levels of 2.70 percent MBE, 1.03 percent WBE, 0.0 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 46.88 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arkiterv, Inc. dba Studio Pali Fekete: architects was the following:

| Table 5: TOS No. 43 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Arup Engineers | | OBE | 22.08% | $ 26,600 |
| Construction Specifications Service (C2S) | M/AA | MBE | 0.00% | $ 0 |
| Hood Design | M/AA | MBE, EBE, SBE | 0.00% | $ 0 |
| Ph.D, A Design Office | | OBE | 0.00% | $ 0 |
| Tetra Tech, Inc. | | OBE | 45.51% | $ 54,836 |
| The Morcos Group | F/C | WBE, SBE, EBE | 0.00% | $ 0 |
| V & M Electrical Engineering | F/C | WBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **67.59%** | **$ 81,436** |
| Prime Participation | | | 32.41% | $ 39,056 |
| **Total Invoiced to Date** | | | | **$120,492** |

| Table 5A TOS No. 43 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 67.59% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $81,436 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 6: TOS No. 43 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Arup Engineers | | OBE | 29.80% | $116,094 |
| Construction Specifications Service (C2S) | M/AA | MBE | 0.77% | $ 3,000 |
| Hood Design | M/AA | MBE | 1.93% | $ 7,535 |
| Ph.D, A Design Office | | OBE | 6.42% | $ 25,000 |
| Tetra Tech, Inc. | | OBE | 10.67% | $ 41,549 |
| The Morcos Group | F/C | WBE, SBE, EBE | 0.00% | $ 0 |
| V & M Electrical Engineering | F/C | WBE | 1.03% | $ 4,000 |

| | | |
|---|---|---|
| **Subtotal Subconsultant Participation** | **50.61%** | **$197,178** |
| Prime Participation | 49.39% | $192,402 |
| **Base Task** | | **$389,580** |
| **Reimbursables** | | **$ 0** |
| **Contingency** | | **$115,827** |
| **Total Task Budget Authority** | | **$505,407** |

| Table 6A: TOS No. 43 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 2.70% | 1.03% | 0.00% | 0.00% | 0.00% | 46.88% |
| **($) Amount** | $10,535 | $4,000 | $0 | $0 | $0 | $182,643 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Rancho Cienega Sports Complex (TOS No. 44)***

As of July 30, 2019, for the TOS No. 44, Arkiterv, Inc. dba Studio Pali Fekete: architects achieved actual participation levels of 2.17 percent MBE, 4.53 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 40.56 percent OBE. Upon approval of contract Amendment No. 1, Arkiterv, Inc. dba Studio Pali Fekete: architects has pledged participation levels of 14.27 percent MBE, 5.25 percent WBE, 27.76 percent SBE, 22.38 percent EBE, 0.00 percent DVBE, and 30.79 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arkiterv, Inc. dba Studio Pali Fekete: architects was the following:

| Table 7: TOS No. 44 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Hood Design | M/AA | EBE, SBE, MBE | 0.00% | $ 0 |
| JCE Structural Engineering Group | M/HA | SBE, EBE | 0.00% | $ 0 |
| Iskander Associates | F/SAA | MBE | 2.17% | $ 1,503 |
| Construction Specifications Service | M/AA | MBE | 0.00% | $ 0 |
| V&M Electrical Engineering | F/C | WBE | 4.53% | $ 3,143 |
| Buro Happold Consulting | | OBE | 30.02% | $20,817 |
| Tetra Tech, Inc. | | OBE | 4.05% | $ 2,809 |
| Aquatic Design Group | | SBE | 0.00% | $ 0 |
| 3QC, Inc. | | SBE, EBE | 0.00% | $ 0 |
| Construction Analysis and Planning, LLC | | OBE | 0.00% | $ 0 |
| Ph.D, A Design Office | | OBE | 6.49% | $ 4,500 |
| **Subtotal Subconsultant Participation** | | | **47.26%** | **$32,772** |
| Prime Participation | | | 52.74% | $36,575 |
| **Total Invoiced to Date** | | | | **$69,347** |

| Table 7A: TOS No. 44 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 2.17% | 4.53% | 0.00% | 0.00% | 0.00% | 40.56% |
| **($) Amount** | $1,503 | $3,143 | $0 | $0 | $0 | $28,126 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 8: TOS No. 44 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Hood Design | M/AA | SBE, EBE, MBE | 12.30% | $ 31,200 |
| JCE Structural Engineering Group | M/HA | MBE, SBE, EBE | 1.97% | $ 5,000 |
| Iskander Associates | F/SAA | MBE | 0.00% | $ 0 |
| Construction Specifications Service | M/AA | MBE | 0.00% | $ 0 |
| V&M Electrical Engineering | F/C | WBE | 5.25% | $ 13,320 |
| Buro Happold Consulting | | OBE | 23.64% | $ 60,000 |
| Tetra Tech, Inc. | | OBE | 5.57% | $ 14,123 |
| Aquatic Design Group | | SBE | 5.38% | $ 13,642 |
| 3QC, Inc. | | SBE, EBE | 8.11% | $ 20,600 |
| Construction Analysis and Planning, LLC | | OBE | 0.00% | $ 0 |
| Ph.D, A Design Office | | OBE | 1.58% | $ 4,000 |
| **Subtotal Subconsultant Participation** | | | **63.80%** | **$ 161,885** |
| Prime Participation | | | 36.20% | $ 91,869 |
| **Base Task** | | | | **$253,754** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 0** |
| **Total Task Budget Authority** | | | | **$253,754** |

| Table 8A: TOS No. 44 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 14.27% | 5.25% | 27.76% | 22.38% | 0.00% | 30.79% |
| **($) Amount** | $36,200 | $13,320 | $70,442 | $56,800 | $0 | $78,123 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Brooks + Scarpa, Inc. (CO124703)***

Brooks + Scarpa, Inc. has been issued five task orders under the current contract. Brooks + Scarpa, Inc. completed three task orders under this contract, including TOS No. 5 (First and Broadway Park Design Competition), TOS No. 17 (City Hall 19th and 21st Floors Electrical Engineering), and TOS No. 20 (Los Angeles Convention Center Solar Energy Project RFP Development).

Brooks + Scarpa, Inc. has two task orders that are still in progress, including TOS No. 6 (Engine Company 23 Arts Center) and TOS No. 30 (LAPD Northeast Division Parking Facility). Since the contract execution, Brooks + Scarpa Architects, Inc. has added 13 subconsultants. Brooks + Scarpa Architects, Inc. added Argento/Graham; Barbara Hall

Associates; Construction Specifications Services (C2S); Critical Structures, Inc.; Holmes Fire; Innovative Engineering Group, Inc.; and Structure Focus for TOS No. 6 Engine Company 23 Arts Center. This is a historic restoration project requiring structural retrofitting and specialized design services. Brooks + Scarpa Architects, Inc. added Gannett Fleming; Leland Saylor Associates; ProjectLine Technical Services, Inc.; VCA Engineers, Inc.; and Walker Parking Consultants for TOS No. 30 LAPD Northeast Division Parking Facility task order. Since this is a design-build project for a police parking lot, subconsultants specializing in parking facilities were added. Brooks + Scarpa Architects, Inc. added Promise Energy for the completed TOS No. 20 Los Angeles Convention Center Solar Energy Project Request for Proposal Development task order.

***First and Broadway Park Design Competition (TOS No. 5)***

For TOS No. 5, the BOE selected Brooks + Scarpa, Inc. as one of four firms from the PQOC Architectural consulting list and the PQOC Landscape Architectural consulting list for the First and Broadway Park Design Competition. The BOE paid the firm a stipend of $21,500 for preparing their conceptual design entry. Since Brooks + Scarpa, Inc. was not selected to design the project, no subconsultants were utilized.

As of June 17, 2016, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for this TOS was the following:

**Table 9: TOS No. 5**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Not applicable | | | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | **100.00%** | **$21,500** |
| **Total Invoiced to Date** | | | | **$21,500** |

**Table 9A: TOS No. 20 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| (%) of Base Task | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| ($) Amount | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***City Hall 19th and 21st Floors Electrical Engineering (TOS No. 17)***

For TOS No. 17, Brooks + Scarpa, Inc. utilized subconsultant Innovative Engineering Group. This TOS is considered a "pass through" in that the prime consultant for a nominal administrative fee used their contract as a vehicle for the City to bring aboard a subconsultant of specialized expertise in electrical engineering to assist the BOE's

Architectural Division's in-house staff to complete the project design. Brooks + Scarpa, Inc. requested a release from this TOS due to delays in project completion. The BOE granted their request. The participation levels are 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 67.72 percent OBE.

As of June 6, 2018, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for task order was the following:

| Table 10: TOS No. 17 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Innovative Engineering Group, Inc. | | OBE | 67.72% | $15,925 |
| **Subtotal Subconsultant Participation** | | | **67.72%** | **$15,925** |
| Prime Participation | | | **32.28%** | **$ 7,593** |
| **Total Invoiced to Date** | | | | **$23,518** |

| Table 10A: TOS No. 20 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 67.72% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $15,925 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Los Angeles Convention Center Solar Energy Project RFP Development (TOS No. 20)***

For TOS No. 20, Brooks + Scarpa, Inc. added Promise Energy (OBE). TOS is considered a "pass through," in that the prime consultant, for a nominal administrative fee, used their contract as a vehicle for the City to bring aboard a subconsultant of specialized expertise in solar energy to assist the Convention Center client agency to develop a procurement process to install photovoltaic systems. TOS No. 20 was originally reported to the Board as requiring $102,303 to complete, plus a contingency of $17,697. However, the TOS was completed with the final Notice-to-Proceed (NTP) amount of $99,956. Brooks + Scarpa, Inc. invoiced the City for $94,581.

The Board Report for this project, adopted on April 5, 2017, pledged participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 86.81 percent OBE. As of May 6, 2018, Brooks + Scarpa, Inc. has achieved participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 92.83 percent OBE. This TOS has been completed.

As of June 6, 2018, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for TOS was the following:

| Table 11: TOS No. 20 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Promise Energy | | OBE | 92.83% | $87,799 |
| **Subtotal Subconsultant Participation** | | | **92.83%** | **$87,799** |
| Prime Participation | | | **7.17%** | **$ 6,782** |
| **Total Invoiced to Date** | | | | **$94,581** |

| Table 11A: TOS No. 20 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 92.83% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $87,799 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Engine Company 23 Arts Center (TOS No. 6)***

As of July 30, 2019, for the TOS No. 6, Brooks + Scarpa Architects achieved actual participation levels of 6.65 percent MBE, 1.33 percent WBE, 11.07 percent SBE, 10.20 percent EBE, 0.00 percent DVBE, and 29.109 percent OBE. Upon approval of contract Amendment No. 1, Brooks + Scarpa Architects has pledged participation levels of 3.97 percent MBE, 3.07 percent WBE, 8.44 percent SBE, 7.79 percent EBE, 0.00 percent DVBE, and 24.82 percent OBE.

As of July 1, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Brooks + Scarpa Architects was the following:

| Table 12: TOS No. 6 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Argento/Graham | | OBE | 1.76% | $ 6,000.00 |
| Barbara L. Hall PE, Inc. | | OBE | 2.64% | $ 9,000.00 |
| Chattel Architecture | | SBE, EBE | 8.27% | $ 28,194.75 |
| Construction Specifications Service (C2S) | M/AA | MBE | 0.86% | $ 2,935.00 |
| Critical Structures, Inc. | | OBE | 11.27% | $ 38,425.00 |
| EQS Consultants | M/SAA | MBE | 5.46% | $ 18,599.50 |
| Gausman & Moore | | OBE | 10.78% | $ 36,750.00 |
| Holmes Fire | | OBE | 1.27% | $ 4,325.00 |
| Innovative Engineering Group, Inc. | M/APA | MBE | 0.34% | $ 1,150.00 |
| Luminesce Design | | OBE | 1.47% | $ 5,000.00 |
| MARRS Services, Inc. | F/SAA | WBE, SBE | 0.87% | $ 2,960.00 |
| Neiman Studio | F/C | WBE, SBE, EBE | 0.46% | $ 1,565.00 |
| Structural Forces | | SBE, EBE | 1.47% | $ 5,000.00 |
| **Subtotal Subconsultant Participation** | | | **46.91%** | **$159,904.25** |

| | | |
|---|---|---|
| Prime Participation | 53.09% | $180,987.65 |
| **Total Invoiced to Date** | | **$340,891.90** |

| Table 12A: TOS No. 6 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 6.65% | 1.33% | 11.07% | 10.20% | 0.00% | 29.19% |
| **($) Amount** | $22,684.50 | $4,525.00 | $37,719.75 | $34,759.75 | $0.00 | $99,500.00 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 13: TOS No. 6 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Argento/Graham | | OBE | 2.66% | $ 24,000 |
| Barbara L. Hall PE, Inc. | | OBE | 1.33% | $ 12,000 |
| Chattel Architecture | | SBE, EBE | 5.37% | $ 48,440 |
| Construction Specifications Service (C2S) | M/AA | MBE | 1.00% | $ 9,000 |
| Critical Structures, Inc. | | OBE | 6.71% | $ 60,500 |
| EQS Consultants | M/SAA | MBE | 2.97% | $ 26,800 |
| Gausman & Moore | | OBE | 12.70% | $114,620 |
| Holmes Fire | | OBE | 0.35% | $ 3,200 |
| Innovative Engineering Group, Inc. | | OBE | 0.13% | $ 1,150 |
| Luminesce Design | | OBE | 0.94% | $ 8,500 |
| MARRS Services, Inc. | F/APA | WBE SBE | 0.66% | $ 5,920 |
| Neiman Studio | F/C | WBE, SBE, EBE | 2.42% | $ 21,800 |
| Structural Focus | | SBE, EBE | 0.55% | $ 5,000 |
| **Subtotal Subconsultant Participation** | | | **37.79%** | **$340,930** |
| Prime Participation | | | 62.21% | $561,290 |
| **Base Task** | | | | **$902,220** |
| **Reimbursables** | | | | **$ 22,820** |
| **Contingency** | | | | **$ 11,126** |
| **Total Task Budget Authority** | | | | **$936,166** |

| Table I3A: TOS No. 6 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 3.97% | 3.07% | 8.44% | 7.79% | 0.00% | 24.82% |
| **($) Amount** | $35,800 | $27,720 | $76,160 | $70,240 | $0.00 | $223,970 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***LAPD Northeast Division Parking Facility (TOS No. 30)***

As of July 30, 2019, for (TOS No. 30, Brooks + Scarpa Architects achieved actual participation levels of 19.40 percent MBE, 6.39 percent WBE, 22.92 percent SBE, 12.99 percent EBE, 3.54 percent DVBE, and 20.46 percent OBE. Upon approval of contract Amendment No. 1, Brooks + Scarpa Architects has pledged participation levels of 19.11

percent MBE, 5.26 percent WBE, 20.70 percent SBE, 12.52 percent EBE, 2.92 percent DVBE, and 20.79 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Brooks + Scarpa Architects was the following:

| Table 14: TOS No. 30 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Gannett Fleming | | OBE | 4.74% | $ 26,242.00 |
| Leland Saylor Associates | | SBE, DVBE | 3.54% | $ 19,600.00 |
| MARRS Services, Inc. | F/SAA | WBE, SBE | 6.39% | $ 35,370.00 |
| ProjectLine Technical Services, Inc. | F/APA | MBE, SBE, EBE | 12.99% | $ 71,928.00 |
| VCA Engineers, Inc. | M/APA | MBE | 6.41% | $ 35,475.00 |
| Walker Parking Consultants | | OBE | 15.72% | $ 87,050.00 |
| **Subtotal Subconsultant Participation** | | | **49.79%** | **$275,665.00** |
| Prime Participation | | | 50.21% | $277,954.97 |
| **Total Invoiced to Date** | | | | **$553,619.97** |

| Table 14A: TOS No. 30 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 19.40% | 6.39% | 22.92% | 12.99% | 3.54% | 20.46% |
| **($) Amount** | $107,403 | $35,370 | $126,898 | $71,928 | $19,600 | $113,292 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 15: TOS No. 30 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Gannett Fleming | | OBE | 4.92% | $ 33,026 |
| Leland Saylor Associates | | DVBE, SBE | 2.92% | $ 19,600 |
| MARRS Services, Inc. | F/SAA | WBE, SBE | 5.26% | $ 35,370 |
| ProjectLine Technical Services, Inc. | F/APA | MBE, SBE, EBE | 12.52% | $ 84,093 |
| VCA Engineers, Inc. | M/APA | MBE | 6.60% | $ 44,344 |
| Walker Parking Consultants | | OBE | 15.87% | $106,650 |
| **Subtotal Subconsultant Participation** | | | **48.08%** | **$323,083** |
| Prime Participation | | | 51.92% | $348,840 |
| **Base Task** | | | | **$671,923** |
| **Reimbursables** | | | | **$ 30,000** |
| **Contingency** | | | | **$ 25,077** |
| **Total Task Budget Authority** | | | | **$727,000** |

| Table 15A: TOS No. 30 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 19.11% | 5.26% | 20.70% | 12.52% | 2.92% | 20.79% |
| **($) Amount** | $128,437 | $35,370 | $139,063 | $84,093 | $19,600 | $139,676 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Eric Owen Moss Architects (CO125148)***

Eric Owen Moss Architects has been issued two task orders under the current contract. They include the completed TOS No. 5A (First and Broadway Park Design Competition) and the active TOS No. 27 (Highland Park Junior Arts Center). Since the contract execution, Eric Owen Moss Architects has added eight subconsultants. Eric Owen Moss Architects added AWC West; GPA Consulting; Green Dinosaur, Inc.; Hongjoo Kim Landscape Architects, Inc.; Horton Lees Brogden; O'Connor Construction Management, Inc.; Strategic Economics; and Veneklasen for the Highland Park Junior Arts Center Project.

***First and Broadway Park Design Competition (TOS No. 5A)***

For TOS No. 5A, the BOE selected Eric Owen Moss Architects as one of four firms from the PQOC Architectural consulting list and the PQOC Landscape Architectural Consulting List for the First and Broadway Park Design Competition. The BOE paid the firm a stipend of $21,500 for preparing their conceptual design entry. Since Eric Owen Moss Architects was not selected to design the project, no subconsultants were utilized.

As of June 17, 2016, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for this TOS was the following:

| Table 16: TOS No. 5A | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Not applicable | | | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | **100.00%** | **$21,500** |
| **Total Invoiced to Date** | | | | **$21,500** |

| Table 16A: TOS No. 5A Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Highland Park Junior Arts Center (TOS No. 27)***

As of July 30, 2019, for the TOS No. 27, Eric Owen Moss Architects achieved actual participation levels of 13.79 percent MBE, 30.19 percent WBE, 19.78 percent SBE, 18.08 percent EBE, 6.82 percent DVBE, and 9.48 percent OBE. Upon approval of contract Amendment No. 1, Eric Owen Moss Architects has pledged participation levels

of 17.24 percent MBE, 6.77 percent WBE, 16.61 percent SBE, 9.01 percent EBE, 5.56 percent DVBE, and 14.11 percent OBE.

As of July 1, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Eric Owen Moss Architects was the following:

| Table 17: TOS No. 27 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Antieri Haloossim & Mattingly Consulting Engineers | | OBE | 9.48% | $ 7,640.00 |
| AWC West | | OBE | 0.00% | $ 0.00 |
| GPA Consultant | F/HA | MBE, SBE, EBE | 12.31% | $ 9,923.62 |
| Green Dinosaur, Inc. | | SBE | 1.71% | $ 1,376.16 |
| Hongjoo Kim Landscape Architects, Inc. | M/APA | MBE, SBE, EBE | 0.00% | $ 0.00 |
| Horton Lees Brogden | F/C | WBE | 0.00% | $ 0.00 |
| Nast Enterprises | | SBE, EBE | 5.77% | $ 4,650.00 |
| O'Connor Construction Management, Inc. | | DVBE | 6.82% | $ 5,500.00 |
| Strategic Economics | F/C | WBE | 30.19% | $24,340.00 |
| VCA Engineers, Inc. | M/APA | MBE | 1.48% | $ 1,190.40 |
| Veneklasen Associates | | SBE, EBE | 0.00% | $ 0.00 |
| **Subtotal Subconsultant Participation** | | | **67.75%** | **$54,620.18** |
| Prime Participation | | | 32.25% | $25,999.60 |
| **Total Invoiced to Date** | | | | **$80,619.78** |

| Table 17A: TOS No. 27 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 13.79% | 30.19% | 19.78% | 18.08% | 6.82% | 9.48% |
| **($) Amount** | $11,114.02 | $24,340.00 | $15,949.18 | $14,573.62 | $5,500.00 | $7,640.00 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 18: TOS No. 27 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Antieri Haloossim & Mattingly Consulting Engineers | | OBE | 12.77% | $ 95,500 |
| AWC West | | OBE | 1.34% | $ 10,000 |
| GPA Consultant | F/HA | MBE, SBE EBE | 1.36% | $ 10,200 |
| Green Dinosaur, Inc. | | SBE | 7.60% | $ 56,781 |

| | | | | |
|---|---|---|---|---|
| Hongjoo Kim Landscape Architects, Inc. | M/APA | MBE, SBE, EBE | 2.14% | $ 16,000 |
| Horton Lees Brogden | F/C | WBE | 3.51% | $ 26,250 |
| Nast Enterprises | | SBE, EBE | 0.94% | $ 7,000 |
| O'Connor Construction Management, Inc. | | DVBE | 5.56% | $ 41,600 |
| Strategic Economics | F/C | WBE | 3.26% | $ 24,370 |
| VCA Engineers, Inc. | M/APA | MBE | 13.74% | $102,680 |
| Veneklasen Associates | | SBE, EBE | 4.57% | $ 34,175 |
| **Subtotal Subconsultant Participation** | | | **56.79%** | **$424,556** |
| Prime Participation | | | 43.21% | $323,000 |
| **Base Task** | | | | **$747,556** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$102,444** |
| **Total Task Budget Authority** | | | | **$850,000** |

**Table 18A: TOS No. 27 Total Subconsultant Participation**

| Pledged | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| (%) of Base Task | 17.24% | 6.77% | 16.61% | 9.01% | 5.56% | 14.11% |
| ($) Amount | $128,880 | $50,620 | $124,156 | $67,375 | $41,600 | $105,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Gonzalez/Goodale Architects (CO124803)***

Gonzalez/Goodale Architects has been issued three task orders under the current contract. TOS No. 41.2 involving the Emergency Bridge Housing Program are not subject to BIP subconsultant utilization reporting per Mayor's Office waiver. Multiple Emergency Bridge Housing projects have been assigned to this consultant and the work is ongoing. The total NTP amount for Bridge Home Task Orders is $899,044, and a total of $727,609 has been invoiced to date. It is critical that contract CO124803 be amended in order for Gonzalez/Goodale Architects to continue working on Emergency Bridge Housing projects without lapses to this contract.

Council District No. 2 Navigation Center (TOS No. 41.3) and LADOT Downtown Bus Maintenance Yard (TOS No. 45) are both subject to BIP subconsultant utilization reporting. Since the contract execution, Gonzalez/Goodale Architects has added seven subconsultants. Gonzalez/Goodale Architects added Budlong & Associates, Inc. to the TOS No. 41.3. Gonzalez/Goodale Architects added Crain & Associates; Englekirk Institutional, Inc. formerly Englekirk & Sabol Consulting Structural Engineers, Inc.; Promise Energy; Rosenheim & Associates, Inc.; Tetra-IBI Group Architecture Planning; and Vanir Construction Management, Inc. to TOS No. 45. On December 19, 2018, the Board approved the transfer of TOS No. 220 from expired Gonzalez/Goodale Architects contract CO114022 to current contract CO124803. This TOS transfer required the consultant to add subcontracts from the expired contract to the current contract. The subconsultants assigned to the LADOT Downtown Bus Maintenance Yard Task Order were originally subject to the City's former MBE/WBE/OBE program prior to the transfer of the TOS to the current contract. The former MBE/WBE/OBE program did not include the BIP certification categories of SBE, EBE, and DVBE. However, in addition to the

MBE or WBE certifications, some of these firms are also certified in the SBE and EBE categories. This TOS also involved the design and construction of a bus maintenance yard requiring specialized subconsultants involving Compressed Natural Gas/Liquified Natural Gas (CNG/LNG) fueling systems, electrified bus charging stations, and solar energy systems.

***Council District No. 2 Navigation Center (TOS No. 41.3)***

As of July 30, 2019, for the TOS No. 41.3, Gonzalez/Goodale Architects achieved actual participation levels of 15.45 percent MBE, 2.24 percent WBE, 9.39 percent SBE, 9.39 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Gonzalez/Goodale Architects has pledged participation levels of 22.40 percent MBE, 4.99 percent WBE, 16.34 percent SBE, 16.34 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gonzalez/Goodale Architects was the following:

| Table 19: TOS No. 41.3 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Budlong & Associates, Inc. | M/APA | MBE | 6.06% | $ 15,959.70 |
| Construction Cost Consultants | F/SAA | WBE | 2.24% | $ 5,911.16 |
| Hongjoo Kim Landscape Architects, Inc. | M/APA | MBE, SBE, EBE | 0.00% | $ 0.00 |
| VCA Engineers, Inc. | M/APA | MBE, SBE, EBE | 9.39% | $ 24,734.85 |
| **Subtotal Subconsultant Participation** | | | 17.69% | **$ 46,605.71** |
| Prime Participation | | | 82.31% | $216,826.00 |
| **Total Invoiced to Date** | | | | **$263,431.71** |

| Table 19A: TOS No 41.3 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 15.45% | 2.24% | 9.39% | 9.39% | 0.00% | 0.00% |
| **($) Amount** | $40,695 | $5,911 | $24,735 | $24,735 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 20: TOS No. 41.3 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Budlong & Associates, Inc. | M/APA | MBE | 6.06% | $ 17,860 |
| Construction Cost Consultants | F/SAA | WBE | 4.99% | $ 14,700 |

| | | | | |
|---|---|---|---|---|
| Hongjoo Kim Landscape Architects, Inc. | M/APA | MBE, SBE, EBE | 5.94% | $ 17,500 |
| VCA Engineers, Inc. | M/APA | MBE, SBE, EBE | 10.41% | $ 30,680 |
| **Subtotal Subconsultant Participation** | | | **27.39%** | **$ 80,740** |
| Prime Participation | | | 72.61% | $214,044 |
| **Base Task** | | | | **$294,784** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 29,478** |
| **Total Task Budget Authority** | | | | **$324,262** |

| Table 20A: TOS No. 41.3 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 22.40% | 4.99% | 16.34% | 16.34% | 0.00% | 0.00% |
| **($) Amount** | $66,040 | $14,700 | $48,180 | $48,180 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***LADOT Downtown Bus Maintenance Yard (TOS No. 45)***

As of July 30, 2019, for TOS No. 45, Gonzalez/Goodale Architects achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Gonzalez/Goodale Architects has pledged participation levels of 0.00 percent MBE, 0.00 percent WBE, 4.81 percent SBE, 4.81 percent EBE, 0.00 percent DVBE, and 30.18 percent OBE. As discussed above, the task order was transferred from an expired contract. Most payments had already been made under the expired contract CO114022.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gonzalez/Goodale Architects was the following:

| Table 21: TOS No. 45 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Moore Iacofano Goltsman, Inc. (MIG) formerly AHBE Landscape | | OBE | 0.00% | $ 0 |
| Vanir Construction Management, Inc. | F/HA | WBE | 0.00% | $ 0 |
| Construction Cost Consultants | F/SAA | WBE | 0.00% | $ 0 |
| Roshanian and Associates | | SBE, EBE | 0.00% | $ 0 |
| Crain & Associates | | SBE, EBE | 0.00% | $ 0 |
| Tetra-IBI | | OBE | 0.00% | $ 0 |
| Syska Hennessy | | OBE | 0.00% | $ 0 |
| Englekirk Institutional, Inc. | | OBE | 0.00% | $ 0 |
| Rosenheim and Associates, Inc. | | OBE | 0.00% | $ 0 |
| Promise Energy | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | **$ 0** |

| Table 21A: TOS No. 45 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 22: TOS No. 45 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Moore Iacofano Goltsman, Inc. (MIG) formerly AHBE Landscape | | OBE | 0.98% | $ 3,950.00 |
| Vanir Construction Management, Inc. | F/HA | WBE | 0.00% | $ 0.00 |
| Construction Cost Consultants | F/SAA | WBE | 0.00% | $ 0.00 |
| Roshanian and Associates | | SBE, EBE | 4.36% | $ 17,600.00 |
| Crain & Associates | | SBE, EBE | 0.45% | $ 1,800.00 |
| Tetra-IBI | | OBE | 5.65% | $ 22,780.00 |
| Syska Hennessy | | OBE | 13.30% | $ 53,621.90 |
| Englekirk Institutional, Inc. | | OBE | 7.50% | $ 30,242.00 |
| Rosenheim and Associates, Inc. | | OBE | 0.00% | $ 0.00 |
| Promise Energy | | OBE | 2.75% | $ 11,088.00 |
| **Subtotal Subconsultant Participation** | | | **34.99%** | **$141,081.90** |
| Prime Participation | | | 65.01% | $262,162.00 |
| **Base Task** | | | | **$403,243.90** |
| **Reimbursables** | | | | **$ 0.00** |
| **Contingency** | | | | **$ 0.00** |
| **Total Task Budget Authority** | | | | **$403,243.90** |

| Table 22A: TOS No. 45 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 4.81% | 4.81% | 0.00% | 30.18% |
| **($) Amount** | $0.00 | $0.00 | $19,400.00 | $19,400.00 | $0.00 | $121,681.90 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Gruen Associates (CO124702)***

Gruen Associates has been issued four task orders under the current contract, TOS No. 18 (Professional Design Review of the Los Angeles Convention Center), TOS No. 22 (Los Angeles River Valley Greenway Design Project), TOS No. 33 (Pershing Square Renew Phase 1A), and TOS No. 40 (Solar Photovoltaic LAPD Motor Transport Division).

Gruen Associates has added 24 subconsultants. Gruen Associates added 10 subconsultants for the Los Angeles River Valley Greenway Design Task Order, including California Watershed Engineering (CWE); Epic Land Solutions, Inc.; KOA Corporation; Land Econ

Group; Leland Saylor Associates; Oyler Wu Collaborative; Psomas & Associates; SKA Design; Terry A. Hayes & Associates; and the Robert Group. Gruen Associates added nine subconsultants to the Pershing Square Renew Phase 1A Sole Source Task Order, including Agence Ter LA, LLC; Community Arts Resources; Deborah Murphy Urban Design + Planning; Fehr and Peers; KPFF Consulting Engineers; Lighting Design Alliance; MGAC; SALT Landscape Architects; and Syska Hennessy. Gruen Associates added one subconsultant, Davison Associates, to the Solar Photovoltaic LAPD Motor Transport Division Task Order. Gruen Associates added four subconsultants to the Professional Design Review of the Los Angeles Convention Center, including Beezley Management, LLC; John A Martin & Associates; Laschober & Sovich, Inc.; and McKay Conant Brook, Inc.

***Professional Design Review for the Los Angeles Convention Center (TOS No. 18)***

On April 10, 2019, the Board approved the TOS award to Gruen Associates for the Professional Design Review for the Los Angeles Convention Center (TOS No. 18). As such, Gruen Associates achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Gruen Associates has pledged participation levels of 2.80 percent MBE, 0.00 percent WBE, 23.98 percent SBE, 23.98 percent EBE, 0.00 percent DVBE, and 56.81 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gruen Associates was the following:

**Table 23: TOS No. 18**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Beezley Management | | SBE, EBE | 0.00% | $ 0 |
| Syska Hennessy Group | | OBE | 0.00% | $ 0 |
| John A. Martin Associates | | OBE | 0.00% | $ 0 |
| Psomas | | OBE | 0.00% | $ 0 |
| Simpson, Gumpertz Y Heger (SGH) | | OBE | 0.00% | $ 0 |
| Hongjoo Kim Landscape Architects | M/APA | MBE, SBE, EBE | 0.00% | $ 0 |
| Laschober + Sovich | | OBE | 0.00% | $ 0 |
| McKay Conant Hoover | | OBE | 0.00% | $ 0 |
| MGAC | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | 0.00% | $ 0 |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | $ 0 |

**Table 23A: TOS No. 18 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| (%) of Base Task | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| ($) Amount | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 24: TOS No. 18 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Beezley Management | | SBE, EBE | 21.18% | $119,595 |
| Syska Hennessy Group | | OBE | 19.98% | $112,800 |
| John A. Martin Associates | | OBE | 14.03% | $ 79,205 |
| Psomas | | OBE | 6.90% | $ 38,960 |
| Simpson, Gumpertz & Heger (SGH) | | OBE | 2.67% | $ 15,100 |
| Hongjoo Kim Landscape Architects | M/APA | MBE, SBE, EBE | 2.80% | $ 15,820 |
| Laschober + Sovich | | OBE | 1.28% | $ 7,250 |
| McKay Conant Hoover | | OBE | 7.87% | $ 44,447 |
| MGAC | | OBE | 4.07% | $ 23,000 |
| **Subtotal Subconsultant Participation** | | | **80.79%** | **$456,177** |
| Prime Participation | | | 19.21% | $108,480 |
| **Base Task** | | | | **$564,657** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 50,000** |
| **Total Task Budget Authority** | | | | **$614,657** |

| Table 24A: TOS No. 18 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 2.80% | 0.00% | 23.98% | 23.98% | 0.00% | 56.81% |
| **($) Amount** | $15,820 | $0 | $135,415 | $135,415 | $0 | $320,762 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Los Angeles River Valley Greenway Design Project (TOS No. 22)***

As of July 30, 2019, for the TOS No. 22, Gruen Associates achieved actual participation levels of 19.71 percent MBE, 0.41 percent WBE, 25.69 percent SBE, 5.50 percent EBE, 1.59 percent DVBE, and 34.52 percent OBE. Upon approval of contract Amendment No. 1, Gruen Associates has pledged participation levels of 18.98 percent MBE, 1.58 percent WBE, 30.10 percent SBE, 6.77 percent EBE, 2.16 percent DVBE, and 38.59 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gruen Associates was the following:

| Table 25: TOS No. 22 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| California Watershed Engineering (CWE) | M/SAA | MBE, SBE, EBE | 5.50% | $ 118,881.00 |
| Epic Land Solutions, Inc. | | SBE | 2.34% | $ 50,534.63 |

| | | | | |
|---|---|---|---|---|
| KOA Corporation | | OBE | 4.82% | $ 104,304.00 |
| Land Econ Group | | OBE | 0.63% | $ 13,720.00 |
| Leland Saylor Associates | | DVBE | 1.59% | $ 34,300.00 |
| MARRS Services, Inc. | | OBE | 0.00% | $ 0.00 |
| Oyler Wu Collaborative | | OBE | 6.13% | $ 132,627.00 |
| Psomas & Associates | | OBE | 22.93% | $ 495,889.64 |
| SKA Design | M/C | MBE, SBE | 0.44% | $ 9,501.00 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE | 7.64% | $ 165,276.00 |
| Terry A. Hayes & Associates | | SBE | 10.87% | $ 235,009.75 |
| The Robert Group | F/AA | WBE, SBE | 0.41% | $ 8,900.00 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 6.13% | $ 132,615.00 |
| **Subtotal Subconsultant Participation** | | | **69.44%** | **$1,501,558.02** |
| Prime Participation | | | 30.56% | **$ 660,776.79** |
| **Total Invoiced to Date** | | | | **$2,162,334.81** |

| **Table 25A: TOS No. 22 Total Subconsultant Participation** | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 19.71% | 0.41% | 25.69% | 5.50% | 1.59% | 34.52% |
| **($) Amount** | 426,273.00 | $8,900.00 | $555,441.38 | $118,881.00 | $34,300.00 | $746,540.64 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| **Table 26: TOS No. 22** | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| California Watershed Engineering (CWE) | M/SAA | MBE, SBE, EBE | 6.08% | $ 424,946 |
| Epic Land Solutions, Inc. | | SBE | 4.22% | $ 294,976 |
| KOA Corporation | | OBE | 4.10% | $ 286,584 |
| Land Econ Group | | OBE | 0.35% | $ 24,120 |
| Leland Saylor Associates | | DVBE | 2.16% | $ 151,078 |
| MARRS Services, Inc. | F/APA | WBE, SBE, EBE | 0.69% | $ 48,300 |
| Oyler Wu Collaborative | | OBE | 4.62% | $ 322,570 |
| Psomas & Associates | | OBE | 29.52% | $2,062,975 |
| SKA Design | M/HA | MBE, SBE | 0.47% | $ 32,900 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE | 5.00% | $ 349,600 |
| Terry A. Hayes & Associates | | SBE | 10.32% | $ 721,200 |
| The Robert Group | F/AA | WBE, SBE | 0.9% | $ 62,348 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 7.42% | $ 518,498 |
| **Subtotal Subconsultant Participation** | | | **75.85%** | **$5,300,095** |
| Prime Participation | | | 24.15% | $1,687,141 |
| **Base Task** | | | | **$6,987,236** |
| **Reimbursable Expenses** | | | | **$ 135,600** |
| **Contingency** | | | | **$ 200,000** |
| **Total Task Budget Authority** | | | | **$7,322,836** |

| Table 26A: TOS No. 22 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 18.98% | 1.58% | 30.10% | 6.77% | 2.16% | 38.59% |
| **($) Amount** | $1,325,944 | $110,648 | $2,103,168 | $473,246 | $151,078 | $2,696,249 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Pershing Square Renew Phase 1A and 1B (TOS No. 33)***

As of July 30, 2019, for TOS No. 33, Gruen Associates achieved actual participation levels of 0.00 percent MBE, 0.49 percent WBE, 1.90 percent SBE, 1.90 percent EBE, 0.00 percent DVBE, and 27.55 percent OBE. Upon approval of contract Amendment No. 1, Gruen Associates has pledged participation levels of 1.31 percent MBE, 5.43 percent WBE, 5.99 percent SBE, 4.67 percent EBE, 0.00 percent DVBE, and 66.80 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gruen Associates was the following:

| Table 27: TOS No. 33 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Agence Ter | | OBE | 13.39% | $ 82,150 |
| KPFF Consulting Engineers | | OBE | 5.09% | $ 31,250 |
| Fehr & Peers | | OBE | 4.89% | $ 30,000 |
| Rachel Allen Architecture | F/C | WBE | 0.00% | $ 0 |
| SALT Landscape Architects | M/C | SBE, EBE | 1.83% | $ 11,250 |
| M-E Engineers | | OBE | 1.55% | $ 9,500 |
| C & E Ingenierie | | OBE | 0.00% | $ 0 |
| Community Arts Resources | | OBE | 1.65% | $ 10,150 |
| MGAC | | OBE | 0.08% | $ 500 |
| Syska Hennessy Group | | OBE | 0.90% | $ 5,500 |
| Still Room | | OBE | 0.00% | $ 0 |
| Terry A. Hayes Associates | M/AA | MBE, SBE, EBE | 0.00% | $ 0 |
| Cosentini Associates | | OBE | 0.00% | $ 0 |
| Deborah Murphy Urban Design + Planning | F/C | WBE | 0.49% | $ 3,000 |
| Lighting Design Alliance | | SBE, EBE | 0.07% | $ 420 |
| Joma Design Studio | | OBE | 0.00% | $ 0 |
| Leo Villareal | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **29.94%** | **$183,720** |
| Prime Participation | | | 70.06% | $429,890 |
| **Total Invoiced to Date** | | | | **$613,610** |

| Table 27A: TOS No. 33 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.49% | 1.90% | 1.90% | 0.00% | 27.55% |
| **($) Amount** | $0 | $3,000 | $11,670 | $11,670 | $0 | $169,050 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 28: TOS No. 33 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Agence Ter | | OBE | 28.77% | $ 328,600 |
| KPFF Consulting Engineers | | OBE | 10.94% | $ 125,000 |
| Fehr & Peers | | OBE | 10.51% | $ 120,000 |
| Rachel Allen Architecture | F/C | WBE | 4.38% | $ 50,000 |
| SALT Landscape Architects | M/C | SBE, EBE | 3.94% | $ 45,000 |
| M-E Engineers | | OBE | 3.33% | $ 38,000 |
| C & E Ingenierie | | OBE | 2.63% | $ 30,000 |
| Community Arts Resources | | OBE | 2.54% | $ 29,000 |
| MGAC | | OBE | 2.19% | $ 25,000 |
| Syska Hennessy Group | | OBE | 1.93% | $ 22,000 |
| Still Room | | OBE | 1.66% | $ 19,000 |
| Terry A. Hayes Associates | M/AA | MBE | 1.31% | $ 15,000 |
| Cosentini Associates | | OBE | 1.18% | $ 13,500 |
| Deborah Murphy Urban Design + Planning | F/C | WBE | 1.05% | $ 12,000 |
| Lighting Design Alliance | M/C | SBE | 0.74% | $ 8,400 |
| Joma Design Studio | | OBE | 0.70% | $ 8,000 |
| Leo Villareal | | OBE | 0.44% | $ 5,000 |
| **Subtotal Subconsultant Participation** | | | **78.22%** | **$ 893,500** |
| Prime Participation | | | 21.78% | $ 248,791 |
| **Base Task** | | | | **$1,142,291** |
| **Contingency** | | | | **$ 357,709** |
| **Total Task Budget Authority** | | | | **$1,500,000** |

| Table 28A: TOS No. 33 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 1.31% | 5.43% | 5.99% | 4.67% | 0.00% | 66.80% |
| **($) Amount** | $15,000 | $62,000 | $53,400 | $45,000 | $0 | $763,100 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Solar Photovoltaic LAPD Motor Transport Division (TOS No. 40)***

As of July 30, 2019, for the TOS No. 40, Gruen Associates achieved actual participation levels of 20.66 percent MBE, 18.72 percent WBE, 39.38 percent SBE, 39.38 percent EBE, 0.00 percent DVBE, and 43.90 percent OBE. Upon approval of contract Amendment No. 1, Gruen Associates has pledged participation levels of 15.98 percent MBE, 18.92 percent WBE, 34.90 percent SBE, 34.90 percent EBE, 0 percent DVBE, and 44.41 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Gruen Associates was the following:

| Table 29: TOS No. 40 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Innovative Engineering Group, Inc. | | OBE | 39.27% | $35,160 |
| JCE Structural Engineering Group, Inc. | M/HA | MBE, SBE, EBE | 20.66% | $18,500 |
| MARRS Services, Inc. | F/APA | WBE, SBE, EBE | 18.72% | $16,762 |
| Davison Associates, Inc. | | OBE | 4.63% | $ 4,150 |
| **Subtotal Subconsultant Participation** | | | **83.28%** | **$74,572** |
| Prime Participation | | | 16.72% | $14,968 |
| **Total Invoiced to Date** | | | | **$89,540** |

| Table 29A: TOS No. 40 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 20.66% | 18.72% | 39.38% | 39.38% | 0.00% | 43.90% |
| **($) Amount** | $18,500 | $16,762 | $35,262 | $35,262 | $0 | $39,310 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 30: TOS No. 40 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Innovative Engineering Group, Inc. | | OBE | 35.66% | $ 59,680 |
| JCE Structural Engineering Group, Inc. | M/HA | MBE, SBE, EBE | 15.98% | $ 26,750 |
| MARRS Services, Inc. | F/SAA | WBE, SBE, EBE | 18.92% | $ 31,668 |
| Davison Associates, Inc. | | OBE | 8.75% | $ 14,650 |
| **Subtotal Subconsultant Participation** | | | **79.31%** | **$132,748** |
| Prime Participation | | | 20.69% | $ 34,628 |
| **Base Task** | | | | **$167,376** |
| **Reimbursables and Structural Allowance** | | | | **$ 20,500** |
| **Contingency** | | | | **$ 72,124** |
| **Total Task Budget Authority** | | | | **$260,000** |

| Table 30A: TOS No. 40 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 15.98% | 18.92% | 34.90% | 34.90% | 0.00% | 44.41% |
| **($) Amount** | $26,750 | $31,668 | $58,418 | $58,418 | $0 | $74,330 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Gwynne Pugh Urban Studio (CO124700)***
As of July 30, 2019, Gwynne Pugh Urban Studio has not been issued any task orders, thus they have not utilized subconsultants.

***HMC Architects (CO124787)***
HMC Architects has been issued three task orders under the current contract, TOS No. 1 (Design Competition for the Los Angeles Convention Center Expansion), TOS No. 2 (Normandale Park Skate Park and Improvements), and TOS No. 3 (Echo Park Skate Park).

Since the contract execution, HMC Architects have added 16 subconsultants. HMC Architects added 11 subconsultants for the Design Competition for the Los Angeles Convention Center Expansion Task Order, including Bobby Knox; AIA, Architects, Inc.; C.P. O'Halloran Associates; Chu + Gooding Architects; Englekirk Institutional, Inc. formerly Englekirk & Sabol Consulting Structural Engineers, Inc.; Magnusson Klemencic Associates; Populous; Shimahara Illustrations; Skyline Ink; Syska Hennessy; The Model Shop; and The Olin Studio. HMC Architects added EPIC Engineers, MTI Cost Consulting, S & K Engineers, Site Design Group, and TSV Architects for the Normandale Park Skate Park and Improvements Task Order and the Echo Park Skate Park Task Order.

***Design Competition for the Los Angeles Convention Center Expansion (TOS No. 1)***
For TOS No. 1, HMC Architects achieved actual participation levels of 16.13 percent MBE, 6.13 percent WBE, 34.50 percent SBE, 34.50 percent EBE, 1.00 percent DVBE, and 44.37 percent OBE. For this task order, HMC Architects pledged participation levels of 16.25 percent MBE, 6.25 percent WBE, 29.75 percent SBE, 29.75 percent EBE, 1.00 percent DVBE, and 47.50 percent OBE. This task order was completed on March 22, 2016.

For this TOS the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for HMC Architects was the following:

**Table 31: TOS No. 1**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Bobby Knox, AIA, Architects, Inc. | M/AA | MBE, SBE, EBE, DVBE | 1.00% | $ 2,000.00 |
| C.P. O'Halloran Associates | | SBE, EBE | 2.88% | $ 5,750.00 |
| Chu + Gooding Architects | F/APA | MBE, SBE, EBE | 7.38% | $ 14,750.00 |
| Englekirk Institutional, Inc. formerly Englekirk & Sabol Consulting Structural Engineers, Inc. | M/APA | MBE | 3.50% | $ 7,000.00 |
| Magnusson Klemencic Associates | | OBE | 2.38% | $ 4,750.00 |
| Populous | | OBE | 38.12% | $ 76,249.00 |
| Shimahara Illustrations | M/APA | MBE, SBE, EBE | 1.25% | $ 2,500.00 |
| Skyline Ink | | OBE | 1.50% | $ 3,000.00 |

| | | | | |
|---|---|---|---|---|
| Syska Hennessy | | OBE | 2.38% | $ 4,750.00 |
| The Model Shop | | SBE EBE | 19.00% | $ 38,000.00 |
| The Olin Studio | F/C | WBE | 6.13% | $ 12,250.00 |
| VCA Engineers, Inc. | M/APA | MBE, SBE, EBE | 3.00% | $ 6,000.00 |
| **Subtotal Subconsultant Participation** | | | **88.50%** | **$176,999.00** |
| Prime Participation | | | 11.50% | $ 23,000.97 |
| **Total Invoiced to Date** | | | | **$200,000.00** |

| Table 31A: TOS No. 1 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 16.13% | 6.13% | 34.50% | 34.50% | 1.00% | 44.37% |
| **($) Amount** | $32,250.03 | $12,250.00 | $69,000.03 | $69,000.03 | $2,000.00 | $88,749.00 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Normandale Park Skate Park and Improvements (TOS No. 2)***

As of July 30, 2019, for TOS No. 2, HMC Architects achieved actual participation levels of 5.03 percent MBE, 8.42 percent WBE, 13.46 percent SBE, 8.42 percent EBE, 0.00 percent DVBE, and 33.24 percent OBE. Upon approval of contract Amendment No. 1, HMC Architects has pledged participation levels of 11.91 percent MBE, 5.72 percent WBE, 15.50 percent SBE, 5.72 percent EBE, 0.00 percent DVBE, and 41.72 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for HMC Architects was the following:

| Table 32: TOS No. 2 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| EPIC Engineers | | OBE | 5.35% | $ 4,713.58 |
| KSA Design Studio formerly Katherine Spitz Associates, Inc. | F/C | WBE, SBE, EBE | 8.42% | $ 7,423.50 |
| MTI Cost Consulting | | OBE | 3.72% | $ 3,279.14 |
| S & K Engineers | M/SAA | MBE, SBE | 5.03% | $ 4,436.47 |
| Saiful Bouquet Structural Engineers, Inc. | M/SAA | MBE | 0.00% | $ 0.00 |
| Site Design Group | | OBE | 24.18% | $21,306.06 |
| TSV Architects | | OBE | 0.00% | $ 0.00 |
| **Subtotal Subconsultant Participation** | | | **46.70%** | **$41,158.75** |
| Prime Participation | | | 53.30% | $46,973.31 |
| **Total Invoiced to Date** | | | | **$88,132.06** |

| Table 32A: TOS No. 2 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |

| | | | | | | |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 5.03% | 8.42% | 13.46% | 8.42% | 0.00% | 33.24% |
| **($) Amount** | $4,436.47 | $7,423.50 | $11,859.97 | $7,423.50 | $0 | $29,298.78 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories

Pledged participation including Amendment No. 1:

| Table 33: TOS No. 2 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| EPIC Engineers | | OBE | 9.06% | $ 12,750 |
| KSA Design Studio formerly Katherine Spitz Associates, Inc. | F / C | WBE, SBE, EBE | 5.72% | $ 8,050 |
| MTI Cost Consulting | | OBE | 2.84% | $ 4,000 |
| S & K Engineers | M / SAA | MBE, SBE | 9.77% | $ 13,750 |
| Saiful Bouquet Structural Engineers, Inc. | M / SAA | MBE | 2.13% | $ 3,000 |
| Site Design Group | | OBE | 27.68% | $ 38,940 |
| TSV Architects | | OBE | 2.13% | $ 3,000 |
| **Subtotal Subconsultant Participation** | | | **59.34%** | **$ 83,490** |
| Prime Participation | | | 40.66% | $ 57,198 |
| **Base Task** | | | | **$140,688** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 14,200** |
| **Total Task Budget Authority** | | | | **$154,888** |

| Table 33A: TOS No. 2 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 11.91% | 5.72% | 15.50% | 5.72% | 0.00% | 41.72% |
| **($) Amount** | $16,750 | $8,050 | $21,800 | $8,050 | $0 | $58,690 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Echo Park Skate Park (TOS No. 3)***

As of July 30, 2019, TOS No. 3, HMC Architects achieved actual participation levels of 10.58 percent MBE, 0.82 percent WBE, 5.49 percent SBE, 0.82 percent EBE, 0.00 percent DVBE, and 34.70 percent OBE. Upon approval of contract Amendment No. 1, HMC Architects has pledged participation levels of 14.01 percent MBE, 0.82 percent WBE, 5.36 percent SBE, 5.36 percent EBE, 0.00 percent DVBE, and 45.29 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for HMC Architects was the following:

| Table 34: TOS No. 3 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| EPIC Engineers | | OBE | 8.23% | $ 7,776.14 |

| | | | | |
|---|---|---|---|---|
| KSA Design Studio formerly Katherine Spitz Associates, Inc. | F/C | WBE, SBE, EBE | 0.82% | $ 777.13 |
| MTI Cost Consulting | | OBE | 4.38% | $ 4,142.33 |
| S & K Engineers | M/SAA | MBE, SBE | 4.67% | $ 4,415.35 |
| Saiful Bouquet Structural Engineers, Inc. | M/SAA | MBE | 5.90% | $ 5,579.95 |
| Site Design Group | | OBE | 22.08% | $20,867.63 |
| TSV Architects | | OBE | 0.00% | $ 0.00 |
| **Subtotal Subconsultant Participation** | | | **46.10%** | **$43,558.53** |
| Prime Participation | | | 53.90% | $50,936.83 |
| **Total Invoiced to Date** | | | | **$94,495.36** |

| Table 34A: TOS No. 3 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 10.58% | 0.82% | 5.49% | 0.82% | 0% | 34.70% |
| **($) Amount** | $9,995.30 | $777.13 | $5,192.48 | $777.13 | $0 | $32,786.10 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 35: TOS No. 3 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| EPIC Engineers | | OBE | 10.75% | $ 13,050 |
| KSA Design Studio formerly Katherine Spitz Associates, Inc. | F/C | WBE, SBE, EBE | 0.82% | $ 1,000 |
| MTI Cost Consulting | | OBE | 4.38% | $ 5,320 |
| S & K Engineers | M/SAA | MBE, SBE, EBE | 4.53% | $ 5,500 |
| Saiful Bouquet Structural Engineers, Inc. | M/SAA | MBE | 9.48% | $ 11,500 |
| Site Design Group | | OBE | 29.33% | $ 35,600 |
| TSV Architects | | OBE | 0.82% | $ 1,000 |
| **Subtotal Subconsultant Participation** | | | **60.13%** | **$ 72,970** |
| Prime Participation | | | 39.87% | $ 48,393 |
| **Base Task** | | | | **$121,363** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 9,637** |
| **Total Task Budget Authority** | | | | **$131,000** |

| Table 35A: TOS No. 3 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 14.01% | 0.82% | 5.36% | 5.36% | 0.00% | 45.29% |
| **($) Amount** | $17,000 | $1,000 | $6,500 | $6,500 | $0 | $54,970 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***IBI Group, formerly known as Tetra-IBI Group Architecture Planning (CO124701)***

IBI Group, formerly known as Tetra-IBI Group Architecture Planning, has been issued 10 task orders under the current contract. These task orders include inactive TOS No. 10 (Citywide Yards Master Plan RFP), completed TOS No. 15 (Fire Department Functional and Space Analysis Report Valley Bureau Administrative Building), and completed TOS No. 21 (San Pedro House Demolition Plans). Seven task orders, including TOS No. 4 (South District Sewer Sanitation Maintenance Yard Design), TOS No. 9 (Electrical Engineering Services for South Park), TOS No. 16 (Verdugo Hills Swimming Pool Rehabilitation), TOS No. 29 (North Hollywood Sewer Maintenance Plant), TOS No. 36 (ATSAC Design Services), TOS No. 46 (Parker Center Demolition), and TOS No. 47 (City Hall East Electrical Server Room Upgrade) are currently active.

IBI Group has added 15 subconsultants. IBI Group added Brummit Energy Associates for TOS No. 29 (North Hollywood Sewer Maintenance Plant). They specialize in Leaderships in Energy and Environmental Design (LEED) building systems. IBI Group added Asset Strategies and Cardno TBE to TOS No. 10 Scope of Services for a Citywide Yards Master Plan RFQ. IBI Group added Jones & Madhaven to TOS No. 16 (Verdugo Hills Swimming Pool Rehabilitation). They specialize in swimming pool engineering design. IBI Group added RSE Associates, Inc. to TOS No. 36 (Automated Traffic Surveillance and Control (ATSAC) Design). They specialize in building structural engineering. IBI Group added 10 subconsultants to TOS No. 46 (Parker Center Demolition), including ATC Associates, Inc.; Barefoot Productions; Cummings Corporation; Drisko Studio Architects, Inc.; Healthy Buildings International, Inc.; ICF Jones & Stokes, Inc.; IMEG Corp; KOA; KPFF Consulting Engineers; and Ninyo & Moore. On December 19, 2018, the Board authorized the BOE to transfer the Parker Center Demolition Task Order and the City Hall East Server Room Upgrade Task Order from expired contract CO114049 to the current contract. The subconsultants from the now expired contract were added to the current contract to complete the Parker Center Demolition Task Order and the City Hall East Server Room Upgrade Task Order. The subconsultants assigned to these task orders were originally subject to the City's former MBE/WBE/OBE program prior to the transfer of the task orders to the current contract. The former MBE/WBE/OBE program did not include the BIP certification categories of SBE, EBE, and DVBE. However, in addition to the MBE or WBE certifications, some of these firms are also certified in the SBE and EBE categories.

***South District Sewer Sanitation Maintenance Yard Design (TOS No. 4)***

As of July 30, 2019, for TOS No. 4, IBI Group achieved actual participation levels of 33.35 percent MBE, 7.54 percent WBE, 50.87 percent SBE, 19.82 percent EBE, 0.00 percent DVBE, 7.33 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 25.18 percent MBE, 5.89 percent WBE, 19.16 percent SBE, 13.27 percent EBE, 0.00 percent DVBE, and 4.91 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 36: TOS No. 4 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 7.54% | $ 18,000 |
| Maroko & Shwe, Inc. | M/APA | MBE | 9.84% | $ 23,500 |
| Pacific Engineers Group | | SBE, EBE | 19.82% | $ 47,340 |
| Robert Cloud, AIA | | OBE | 7.33% | $ 17,500 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 23.51% | $ 56,142 |
| **Subtotal Subconsultant Participation** | | | **68.04%** | **$162,482** |
| Prime Participation | | | 31.96% | $ 76,313 |
| **Total Invoiced to Date** | | | | **$238,795** |

| Table 36A: TOS No. 4 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 33.35% | 7.54% | 50.87% | 19.82% | 0.00% | 7.33% |
| **($) Amount** | $79,642 | $18,000 | $121,482 | $47,340 | $0 | $17,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 37: TOS No. 4 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 5.89% | $ 21,000 |
| Maroko & Shwe, Inc. | M/APA | MBE | 15.98% | $ 57,000 |
| Pacific Engineers Group | | SBE, EBE | 13.27% | $ 47,340 |
| Robert Cloud, AIA | | OBE | 4.91% | $ 17,500 |
| .VCA Engineers, Inc. | M/APA | MBE | 9.20% | $ 32,800 |
| **Subtotal Subconsultant Participation** | | | **49.24%** | **$175,640** |
| Prime Participation | | | 50.76% | $181,052 |
| **Base Task** | | | | **$356,692** |
| **Contingency** | | | | **$ 43,308** |
| **Total Task Budget Authority** | | | | **$400,000** |

| Table 37A: TOS No. 4 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 25.18% | 5.89% | 19.16% | 13.27% | 0.00% | 4.91% |
| **($) Amount** | $89,800 | $21,000 | $68,340 | $47,340 | $0 | $17,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Electrical Engineering Services for South Park (TOS No. 9)***

As of July 30, 2019, for TOS No. 9, IBI Group achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 69.43 percent SBE, 69.43 percent EBE, 0.00 percent DVBE, 0.00 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 0.00 percent MBE, 0.00 percent WBE, 76.58 percent SBE, 76.58 percent EBE, 0.00 percent DVBE, and 3.49 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 38: TOS No. 9 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Pacific Engineers Group | | SBE, EBE | 69.43% | $26,897 |
| Saiful Bouquet Consulting Structural Engineers | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **69.43%** | **$26,897** |
| Prime Participation | | | 30.57% | $11,846 |
| **Total Invoiced to Date** | | | | **$38,743** |

| Table 38A: TOS No. 9 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 69.43% | 69.43% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $26,897 | $26,897 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 39: TOS No. 9 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Pacific Engineers Group | | SBE EBE | 76.58% | $109,760 |
| Saiful Bouquet Consulting Structural Engineers | | OBE | 3.49% | $ 5,000 |
| **Subtotal Subconsultant Participation** | | | **80.07%** | **$114,760** |
| Prime Participation | | | 19.93% | $ 28,562 |
| **Base Task** | | | | **$143,322** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 36,678** |
| **Total Task Budget Authority** | | | | **$180,000** |

| Table 39A: TOS No. 9 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 76.58% | 76.58% | 0.00% | 3.49% |
| **($) Amount** | $0 | $0 | $109,760 | $109,760 | $0 | $5,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Citywide Yards Master Plan RFP Scope of Services (TOS No. 10)***

TOS No. 10 has been placed on hold. Originally, the BOE's Architectural Division assigned IBI Group to develop a scope of services for a Request for Proposal to be released by the City to develop a Citywide Maintenance Yards Master Plan. The NTP amount for TOS No. 10 was $84,493. At the request of the client agency, IBI Group has provided some research services to relocate specific yards. The original intent of the TOS is being reevaluated and the BOE's Architectural Division is considering releasing a new TOS to assess the optimization and consolidation of the City's maintenance facilities. If a new TOS is solicited, then TOS No. 4 will be closed. IBI Group achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 10.46 percent SBE, 10.46 percent EBE, 0.00 percent DVBE, and 3.74 percent OBE.

The MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 40: TOS No. 10 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Asset Strategies | | SBE EBE | 10.46% | $ 6,125 |
| Cardno TBE | | OBE | 0.00% | $ 2,187 |
| **Subtotal Subconsultant Participation** | | | **14.20%** | **$ 8,312** |
| Prime Participation | | | 85.80% | $50,233 |
| **Total Invoiced to Date** | | | | **$58,545** |

| Table 40A: TOS No. 9 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 10.46% | 10.46% | 0.00% | 3.74% |
| **($) Amount** | $0 | $0 | $6,125 | $6,125 | $0 | $2,187 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Fire Department Valley Bureau Functional and Space Analysis Report (TOS No. 15)***

TOS No. 15 closed on October 31, 2015. The TOS No. 15 NTP amount was $43,701. IBI Group achieved actual participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, 0 percent OBE. The report was no longer required by the client agency and did not lead to a capital project requiring design services from the consultant.

The MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 41: TOS No. 15 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Not Applicable | | | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 100.00% | $4,022 |
| **Total Invoiced to Date** | | | | **$4,022** |

| Table 41A: TOS No. 9 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Verdugo Swimming Pool and Bathhouse Rehabilitation (TOS No. 16)***

As of July 30, 2019, the Verdugo Swimming Pool and Bathhouse Rehabilitation (TOS No. 16), IBI Group achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 58.50 percent SBE, 18.36 percent EBE, 0.00 percent DVBE, 0.00 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 0.00 percent MBE, 11.19 percent WBE, 75.67 percent SBE, 10.75 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 42: TOS No. 16 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Construction Cost Consultants | F/SAA | WBE | 0.00% | $ 0 |
| Jones & Madhavan | | SBE | 40.14% | $25,188 |
| Pacific Engineers Group | | SBE, EBE | 18.36% | $11,520 |
| **Subtotal Subconsultant Participation** | | | **58.50%** | **$36,708** |
| Prime Participation | | | 41.50% | $26,037 |
| **Total Invoiced to Date** | | | | **$62,745** |

| Table 42A: TOS No. 16 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 58.50% | 18.36% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $36,708 | $11,520 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 43: TOS No. 16 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 11.19% | $ 15,000 |
| Jones & Madhavan | | SBE | 53.73% | $ 72,000 |
| Pacific Engineers Group | | SBE, EBE | 10.75% | $ 14,400 |
| **Subtotal Subconsultant Participation** | | | **75.67%** | **$101,400** |
| Prime Participation | | | 24.33% | $ 32,600 |
| **Base Task** | | | | **$134,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 0** |
| **Total Task Budget Authority** | | | | **$134,000** |

| Table 43A: TOS No. 16 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 11.19% | 75.67% | 10.75% | 0.00% | 0.00% |
| **($) Amount** | $0 | $15,000 | $101,400 | $14,400 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***San Pedro House Demolition Plans (TOS No. 21)***

IBI Group completed TOS No. 21 on June 30, 2018. The TOS No. 21 NTP amount was $86,140. The BOE initiated this task order on behalf of the City's Department of General Services who requested demolition plans and possible observations during the demolition project. The listed subconsultant, VCA Engineers, Inc., was on stand-by in the event structural/civil engineering services were required for this project. They were not utilized. IBI Group achieved actual participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE.

As of July 1, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 44: TOS No. 21 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| VCA Engineers, Inc. | | MBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 100.00% | $82,593 |
| **Total Invoiced to Date** | | | | **$82,593** |

| Table 44A: TOS No. 21 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***North Hollywood Sewer Sanitation Maintenance Yard (TOS No. 29)***

As of July 30, 2019, for the North Hollywood Sewer Maintenance Yard (TOS No. 29), IBI Group achieved actual participation levels of 4.88 percent MBE, 15.86 percent WBE, 20.74 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, 31.51 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 12.58 percent MBE, 5.16 percent WBE, 20.92 percent SBE, 8.13 percent EBE, 0.00 percent DVBE, and 26.46 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 45: TOS No 29 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Brummit Energy Associates, Inc. | | OBE | 31.51% | $18,875 |
| Construction Cost Consultants | F/SAA | WBE, SBE | 15.86% | $ 9,500 |
| Maroko & Shwe, Inc. | M/APA | MBE | 0.00% | $ 0 |
| Pacific Engineers Group | | SBE, EBE | 0.00% | $ 0 |
| Saiful Bouquet Consulting Structural Engineers | | OBE | 0.00% | $ 0 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 4.88% | $ 2,922 |
| **Subtotal Subconsultant Participation** | | | **52.25%** | **$31,297** |
| Prime Participation | | | 47.75% | $28,600 |
| **Total Invoiced to Date** | | | | **$59,897** |

| Table 45A: TOS No. 29 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 4.88% | 15.86% | 20.74% | 0.00% | 0.00% | 31.51% |
| **($) Amount** | $2,922 | $9,500 | $12,422 | $0 | $0 | $18,875 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 46: TOS No. 29 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Brummit Energy Associates, Inc. | | OBE | 15.92% | $ 72,500 |
| Construction Cost Consultants | F/SAA | WBE, SBE | 5.16% | $ 23,500 |
| Maroko & Shwe, Inc. | M/APA | MBE | 4.94% | $ 22,500 |
| Pacific Engineers Group | | SBE, EBE | 8.13% | $ 37,020 |
| Saiful Bouquet Consulting Structural Engineers | | OBE | 10.54% | $ 48,000 |
| VCA Engineers, Inc. | M/APA | MBE SBE | 7.64% | $ 34,780 |
| **Subtotal Subconsultant Participation** | | | **50.87%** | **$238,300** |
| Prime Participation | | | 49.13% | $217,177 |
| **Base Task** | | | | **$455,477** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$203,543** |
| **Total Task Budget Authority** | | | | **$659,020** |

| Table 46A: TOS No. 29 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 12.58% | 5.16% | 20.92% | 8.13% | 0.00% | 26.46% |
| **($) Amount** | $57,280 | $23,500 | $95,300 | $37,020 | $0 | $120,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***ATSAC Design (TOS No. 36)***

As of July 30, 2019, the TOS No. 36, IBI Group achieved actual participation levels of 5.72 percent MBE, 6.36 percent WBE, 5.19 percent SBE, 5.19 percent EBE, 0.00 percent DVBE, 4.45 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 12.73 percent MBE, 8.93 percent WBE, 14.61 percent SBE, 5.71 percent EBE, 0.0 percent DVBE, and 8.98 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 47: TOS No. 36 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Construction Cost Consultants | F/SAA | WBE | 6.36% | $ 15,000 |
| Maroko & Shwe, Inc. | M/APA | MBE | 5.72% | $ 13,510 |
| Pacific Engineers Group | | SBE, EBE | 5.19% | $ 12,243 |
| RSE Associates, Inc. | | OBE | 4.45% | $ 10,500 |
| **Subtotal Subconsultant Participation** | | | **21.72%** | **$ 51,253** |
| Prime Participation | | | 78.28% | $184,764 |
| **Total Invoiced to Date** | | | | **$236,017** |

| Table 47A: TOS No. 36 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 5.72% | 6.36% | 5.19% | 5.19% | 0.00% | 4.45% |
| **($) Amount** | $15,000 | $13,510 | $12,243 | $12,243 | $0 | $10,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 48: TOS No. 36 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 8.90% | $ 48,970 |
| Maroko & Shwe, Inc. | M/APA | MBE | 12.73% | $ 70,000 |
| Pacific Engineers Group | | SBE, EBE | 5.71% | $ 31,400 |
| RSE Associates, Inc. | | OBE | 8.98% | $ 49,400 |
| **Subtotal Subconsultant Participation** | | | **36.32%** | **$199,770** |
| Prime Participation | | | 63.68% | $350,230 |
| **Base Task** | | | | **$550,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$100,000** |
| **Total Task Budget Authority** | | | | **$650,000** |

| Table 48A: TOS No. 36: Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 12.73% | 8.90% | 14.61% | 5.71% | 0.00% | 8.98% |
| **($) Amount** | $70,000 | $48,970 | $80,730 | $31,400 | $0 | $49,400 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Parker Center Demolition (TOS No. 46)***

As of July 30, 2019, TOS No. 46, IBI Group achieved actual participation levels of 0.00 percent MBE, 92.10 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, 0.00 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 12.26 percent MBE, 14.73 percent WBE, 5.46 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 38.85 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 49: TOS No. 46 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| ATC Associates, Inc. | | OBE | 0.00% | $ 0 |
| Barefoot Productions | M/HA | MBE | 0.00% | $ 0 |
| Cumming Corporation | | OBE | 0.00% | $ 0 |
| Drisko Studio Architects, Inc. | F/C | WBE | 0.00% | $ 0 |
| Healthy Buildings International, Inc. | | OBE | 0.00% | $ 0 |
| ICF Jones & Stokes, Inc. | | OBE | 0.00% | $ 0 |
| IMEG Corp | | OBE | 0.00% | $ 0 |
| Katherine Padilla and Associates | F/HA | WBE | 92.10% | $52,183 |
| KOA | | SBE | 0.00% | $ 0 |
| KPFF Consulting Engineers | | OBE | 0.00% | $ 0 |
| Nabih Youssef & Associates | | OBE | 0.00% | $ 0 |
| Ninyo & Moore | M/HA | MBE | 0.00% | $ 0 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **92.10%** | **$52,183** |
| Prime Participation | | | 7.90% | $ 4,474 |
| **Total Invoiced to Date** | | | | **$56,657** |

| Table 49A: TOS No. 46 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 92.10% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $52,183 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| able 50: TOS No. 46 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| ATC Associates, Inc. | | OBE | 6.38% | $ 41,471 |
| Barefoot Productions | M/HA | MBE | 3.38% | $ 22,000 |
| Cumming Corporation | | OBE | 2.28% | $ 14,800 |
| Drisko Studio Architects, Inc. | F/C | WBE | 1.44% | $ 9,360 |
| Healthy Buildings International, Inc. | | OBE | 0.69% | $ 4,460 |
| ICF Jones & Stokes, Inc. | | OBE | 12.11% | $ 78,723 |
| IMEG Corp | | OBE | 10.01% | $ 65,087 |
| Katherine Padilla and Associates | F/HA | WBE | 13.29% | $ 86,365 |
| KOA | | SBE | 1.97% | $ 12,800 |
| KPFF Consulting Engineers | | OBE | 0.00% | $ 0 |
| Nabih Youssef & Associates | | OBE | 7.39% | $ 48,000 |
| Ninyo & Moore | M/HA | MBE | 5.38% | $ 35,000 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 3.49% | $ 22,680 |
| **Subtotal Subconsultant Participation** | | | **67.81%** | **$440,746** |
| Prime Participation | | | 32.19% | $209,219 |
| **Base Task** | | | | **$649,965** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$201,196** |
| **Total Task Budget Authority** | | | | **$851,161** |

| Table 50A: TOS No. 46 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 12.26% | 14.73% | 5.46% | 0.00% | 0.00% | 38.85% |
| **($) Amount** | $79,680 | $95,725 | $35,480 | $0 | $0 | $252,541 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***City Hall East Electrical Server Room Upgrade (TOS No. 47)***

As of July 30, 2019, the City Hall East Electrical Server Room Upgrade (TOS No. 47), IBI Group achieved actual participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. Upon approval of contract Amendment No. 1, IBI Group has pledged participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 22.57 percent OBE. The BOE is currently drafting a Board Report to increase the task authorization for this task order and will update the subconsultant pledge participation levels.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for IBI Group was the following:

| Table 51: TOS No. 47 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 0.00% | $ 0 |
| Glumac | | OBE | 0.00% | $ 0 |
| RSE Associates, Inc. | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | **$ 0** |

| Table 51A: TOS No. 47 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. **1**:

| Table 52: TOS No. 47 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Construction Cost Consultants | F/SAA | WBE, SBE | 0.00% | $ 0 |
| Glumac | | OBE | 14.54% | $ 9,815 |
| RSE Associates, Inc. | | OBE | 8.03% | $ 5,420 |
| **Subtotal Subconsultant Participation** | | | **22.57%** | **$15,235** |
| Prime Participation | | | 77.43% | $52,256 |
| **Base Task** | | | | **$67,491** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 0** |
| **Total Task Budget Authority** | | | | **$67,491** |

| Table 52A: TOS No. 47 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 22.57% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $15,235 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***John Friedman/Alice Kimm Architects, Inc. (CO124801)***

John Friedman/Alice Kimm Architects, Inc. has been issued five task orders under the current contract. They include the completed TOS No. 23 (Pio Pico Park Library Feasibility Study). There are four active task orders including TOS No. 28 (Van Ness Recreation Center Pool and Bathhouse Replacement), TOS No. 34 (Pio Pico Library Pocket Park and Underground Parking Structure), TOS No. 38 (CD8 Navigation

Center), and TOS No. 42 [Donald C. Tillman Wastewater Reclamation Plant (DCTWRP) Maintenance Facility Expansion].

Since the contract execution, John Friedman/Alice Kimm Architects, Inc. has added 15 subconsultants. John Friedman/Alice Kimm Architects, Inc. added nine subconsultants for TOS No. 28 (Van Ness Recreation Center Pool and Bathhouse Replacement) including AAA Asbestos Inspections; Arcadis U.S., Inc.; Byun Partners; Glumac; Jensen Hughes; Jones & Madhavan; MEDG Engineers; Nabih Youssef & Associates; and Office of the Design Landscape. John Friedman/Alice Kimm Architects, Inc. added two subconsultants for TOS No. 34 (Pio Pico Library Pocket Park and Underground Parking Structure) including MGAC and Simpson, Gumpertz & Heger, in addition to Byun Partners, MEDG Engineers, Nabih Youssef & Associates, and the Office of the Designed Landscape. John Friedman/Alice Kimm Architects, Inc. added one subconsultant for TOS No. 38 (CD8 Navigation Center), Verdical Group, LLC, in addition to Byun Partners, MEDG Engineers, MGAC, Nabih Youssef & Associates, and Office of the Designed Landscape. John Friedman/Alice Kimm Architects, Inc. added two subconsultants for TOS No. 42 (DCTWRP Maintenance Facility Expansion) including Khalifeh & Associates, Inc. and Leland Saylor Associates, in addition to Byun Partners, Jensen Hughes, and Office of the Designed Landscape.

***Pio Pico Library Park Feasibility Study (TOS No. 23)***

For the completed TOS No. 23, John Friedman/Alice Kimm Architects, Inc. achieved actual participation levels of 0.00 percent MBE, 4.37 percent WBE, 4.37 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 4.85 percent OBE. John Friedman/Alice Kimm Architects, Inc. was awarded TOS No. 34 to complete the design of the Pio Pico Library Pocket Park and Underground Parking Structure.

With the June 30, 2017, closing of TOS No. 23, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for John Friedman/Alice Kimm Architects, Inc. was the following:

| Table 53: TOS No. 34 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Arcadis U.S, Inc. | | OBE | 4.85% | $ 2,500 |
| BAE Urban Economics, Inc. | F/C | WBE, SBE | 4.37% | $ 2,250 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **9.22%** | **$ 4,750** |
| Prime Participation | | | 90.78% | $46,776 |
| **Total Invoiced to Date** | | | | **$51,528** |

| Table 53A: TOS No. 34 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 4.37% | 4.37% | 0.00% | 0.00% | 4.85% |

| ($) Amount | $0 | $2,250 | $2,250 | $0 | $0 | $2,500 |
|---|---|---|---|---|---|---|

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Van Ness Recreation Center and Pool and Bathhouse Replacement Project (TOS No. 28)***

As of July 30, 2019, for TOS No. 28, John Friedman/Alice Kimm Architects, Inc. achieved actual participation levels of 17.98 percent MBE, 6.45 percent WBE, 31.71 percent SBE, 6.45 percent EBE, 0.00 percent DVBE, and 38.77 percent OBE. Upon approval of contract Amendment No. 1, John Friedman/Alice Kimm Architects, Inc. has pledged participation levels of 17.23 percent MBE, 6.99 percent WBE, 31.64 percent SBE, 6.99 percent EBE, 0.00 percent DVBE, and 38.70 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for John Friedman/Alice Kimm Architects, Inc. was the following:

**Table 54: TOS No. 28**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| AAA Asbestos Inspections | | OBE | 0.32% | $ 1,875 |
| Arcadis U.S., Inc. | | OBE | 2.09% | $ 12,340 |
| Byun Partners | | OBE | 0.95% | $ 5,600 |
| GKK Works | M/SAA | MBE | 1.61% | $ 9,500 |
| Glumac | | OBE | 3.27% | $ 19,250 |
| Jensen Hughes | | OBE | 2.69% | $ 15,850 |
| Jones & Madhavan | | OBE | 15.61% | $ 92,000 |
| MEDG Engineers | | SBE | 8.89% | $ 52,425 |
| Nabih Youssef & Associates | | OBE | 13.84% | $ 81,600 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 6.45% | $ 38,000 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 16.37% | $ 96,467 |
| **Subtotal Subconsultant Participation** | | | **72.09%** | **$424,907** |
| Prime Participation | | | 27.91% | $164,528 |
| **Total Invoiced to Date** | | | | **$589,435** |

**Table 54A: TOS No. 28 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| (%) of Base Task | 17.98% | 6.45% | 31.71% | 6.45% | 0.00% | 38.77% |
| ($) Amount | $105,967 | $38,000 | $186,892 | $38,000 | $0 | $228,515 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

**Table 55: TOS No. 28**

| Pledged Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total NTPs | Amount of Total NTPs |
|---|---|---|---|---|
| AAA Asbestos Inspections | | OBE | 0.27% | $ 1,875 |
| Arcadis U.S., Inc. | | OBE | 1.74% | $ 12,200 |
| Byun Partners | | OBE | 1.00% | $ 7,000 |

| | | | | |
|---|---|---|---|---|
| GKK Works | M/SAA | MBE | 1.42% | $ 10,000 |
| Glumac | | OBE | 2.74% | $ 19,250 |
| Jensen Hughes | | OBE | 3.09% | $ 21,700 |
| Jones & Madhavan | | OBE | 15.79% | $111,000 |
| MEDG Engineers | | SBE | 9.85% | $ 69,218 |
| Nabih Youssef & Associates | | OBE | 15.08% | $106,000 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 6.99% | $ 49,100 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 14.81% | $104,080 |
| **Subtotal Subconsultant Participation** | | | **72.76%** | **$511,423** |
| Prime Participation | | | 27.24% | $191,461 |
| **Base Task** | | | | **$702,884** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 92,116** |
| **Total Task Budget Authority** | | | | **$795,000** |

**Table 55A: TOS No. 28 Total Subconsultant Participation**

| Pledged | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 17.23% | 6.99% | 31.64% | 6.99% | 0.00% | 38.70% |
| **($) Amount** | $121,080 | $49,100 | $222,398 | $49,100 | $0 | $272,025 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Pio Pico Library Pocket Park and Underground Parking Structure (TOS No. 34)***

As of July 30, 2019, for TOS No. 34, John Friedman/Alice Kimm Architects, Inc. achieved actual participation levels of 14.63 percent MBE, 13.17 percent WBE, 28.46 percent SBE, 13.17 percent EBE, 0.00 percent DVBE, and 15.85 percent OBE. Upon approval of contract Amendment No. 1, John Friedman/Alice Kimm Architects, Inc. has pledged participation levels of 10.79 percent MBE, 13.05 percent WBE, 22.35 percent SBE, 13.05 percent EBE, 0.00 percent DVBE, and 22.40 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for John Friedman/Alice Kimm Architects, Inc. was the following:

**Table 56: TOS No. 34**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Byun Partners | M/APA | MBE | 3.98% | $ 12,000 |
| MEDG Engineers | | SBE | 4.64% | $ 13,990 |
| MGAC | | OBE | 2.24% | $ 6,750 |
| Nabih Youssef & Associates | | OBE | 10.62% | $ 32,000 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 13.17% | $ 39,700 |
| Simpson Gumpertz & Heger | | OBE | 2.99% | $ 9,000 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 10.65% | $ 32,080 |
| **Subtotal Subconsultant Participation** | | | **48.29%** | **$145,520** |

| | | |
|---|---|---|
| Prime Participation | 51.71% | $155,830 |
| **Total Invoiced to Date** | | **$301,350** |

| Table 56A: TOS No. 34 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 14.53% | 13.17% | 28.46% | 13.17% | 0.00% | 15.85% |
| **($) Amount** | $44,080 | $39,700 | $85,770 | $39,700 | $0 | $47,750 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 57: TOS No. 34 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Byun Partners | | MBE | 1.49% | $ 12,000 |
| MEDG Engineers | | OBE | 6.21% | $ 50,000 |
| MGAC | | OBE | 2.14% | $ 17,250 |
| Nabih Youssef & Associates | | OBE | 10.31% | $ 83,000 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 13.05% | $105,000 |
| Simpson Gumpertz & Heger | | OBE | 3.73% | $ 30,000 |
| VCA Engineers, Inc. | M/APA | MBE SBE | 9.30% | $ 74,860 |
| **Subtotal Subconsultant Participation** | | | **46.24%** | **$372,110** |
| Prime Participation | | | 53.76% | $432,570 |
| **Base Task** | | | | **$804,680** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 23,000** |
| **Total Task Budget Authority** | | | | **$827,680** |

| Table 57A: TOS No. 34 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 10.79% | 13.05% | 22.35% | 13.05% | 0.00% | 22.40% |
| **($) Amount** | $86,860 | $105,000 | $179,860 | $105,000 | $0 | $180,250 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Council District No. 8 Navigation Center (TOS No. 38)***

As of July 30, 2019, for TOS No. 38, John Friedman/Alice Kimm Architects, Inc. achieved actual participation levels of 19.42 percent MBE, 4.37 percent WBE, 30.88 percent SBE, 4.37 percent EBE, 0.00 percent DVBE, and 44.28 percent OBE. Upon approval of contract Amendment No. 1, John Friedman/Alice Kimm Architects, Inc. has pledged participation levels of 15.17 percent MBE, 3.84 percent WBE, 28.34 percent SBE, 3.84 percent EBE, 0.00 percent DVBE, and 32.32 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for John Friedman/Alice Kimm Architects, Inc. was the following:

| Table 58: TOS No. 38 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Byun Partners | | OBE | 3.33% | $ 8,000 |
| MEDG Engineers | | OBE | 17.35% | $ 41,654 |
| MGAC | | OBE | 7.96% | $ 19,100 |
| Nabih Youssef & Associates | | OBE | 15.64% | $ 37,550 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 4.37% | $ 10,500 |
| VCA Engineers, Inc. | M/APA | MBE SBE | 19.42% | $ 46,634 |
| Verdical Group, LLC | | SBE | 7.08% | $ 17,000 |
| **Subtotal Subconsultant Participation** | | | **75.15%** | **$180,438** |
| Prime Participation | | | 24.85% | $ 59,653 |
| **Total Invoiced to Date** | | | | **$240,091** |

| Table 58A: TOS No. 38 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 19.42% | 4.37% | 30.88% | 4.37% | 0.00% | 44.28% |
| **($) Amount** | $46,634 | $10,500 | $74,134 | $10,500 | $0 | $106,304 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 59: TOS No. 38 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Byun Partners | | OBE | 2.13% | $ 8,000 |
| MEDG Engineers | | OBE | 12.77% | $ 47,900 |
| MGAC | | OBE | 4.45% | $ 16,700 |
| Nabih Youssef & Associates | | OBE | 12.96% | $ 48,610 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 3.84% | $ 14,400 |
| VCA Engineers, Inc. | M/APA | MBE SBE | 15.17% | $ 56,880 |
| Verdical Group, LLC | | SBE | 9.33% | $ 35,000 |
| **Subtotal Subconsultant Participation** | | | **60.66%** | **$227,490** |
| Prime Participation | | | 39.34% | $147,510 |
| **Base Task** | | | | **$375,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 9,000** |
| **Total Task Budget Authority** | | | | **$384,000** |

| Table 59A: TOS No. 38 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 15.17% | 3.84% | 28.34% | 3.84% | 0.00% | 32.32% |
| **($) Amount** | $56,880 | $14,400 | $106,280 | $14,400 | $0 | $121,210 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***DCTWRP Maintenance Facility Expansion (TOS No. 42)***

As of July 1, 2019, for TOS No. 28, John Friedman/Alice Kimm Architects, Inc. achieved actual participation levels of 12.18 percent MBE, 4.22 percent WBE, 42.50 percent SBE, 4.22 percent EBE, 7.90 percent DVBE, and 0.59 percent OBE. Under approval of contract Amendment No. 1, John Friedman/Alice Kimm Architects, Inc. has pledged participation levels of 13.22 percent MBE, 3.60 percent WBE, 42.34 percent SBE, 3.60 percent EBE, 3.72 percent DVBE, and 2.15 percent OBE.

As of July 1, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for John Friedman/Alice Kimm Architects, Inc. was the following:

**Table 60: TOS No. 42**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Byun Partners | | OBE | 0.59% | $ 2,500 |
| Jensen Hughes | | OBE | 0.00% | $ 0 |
| Khalifeh & Associates, Inc. | | SBE | 22.45% | $ 95,200 |
| Leland Saylor Associates | | DVBE | 7.90% | $ 33,500 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 4.22% | $ 17,900 |
| Saiful Bouquet Consulting Structural Engineers | M/SAA | MBE, SBE | 8.81% | $ 37,380 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 3.36% | $ 14,262 |
| Waveguide | | SBE | 3.66% | $ 15,500 |
| **Subtotal Subconsultant Participation** | | | **50.99%** | **$216,242** |
| Prime Participation | | | 49.01% | $207,825 |
| **Total Invoiced to Date** | | | | **$424,067** |

**Table 60A: TOS No. 42 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 12.18% | 4.22% | 42.50% | 4.22% | 7.90% | 0.59% |
| **($) Amount** | $51,642 | $17,900 | $180,242 | $17,900 | $33,500 | $2,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

**Table 61: TOS No. 42**

| Pledged Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total NTPs | Amount of Total NTPs |
|---|---|---|---|---|
| Byun Partners | | OBE | 0.92% | $ 22,000 |
| Jensen Hughes | | OBE | 1.23% | $ 29,400 |
| Khalifeh & Associates, Inc. | | SBE | 22.04% | $ 528,000 |
| Leland Saylor Associates | | DVBE | 3.72% | $ 89,000 |
| Office of the Designed Landscape | F/C | WBE, SBE, EBE | 3.60% | $ 86,350 |

| | | | | |
|---|---|---|---|---|
| Saiful Bouquet Consulting Structural Engineers | M/SAA | MBE, SBE | 9.94% | $ 238,000 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 3.29% | $ 78,760 |
| Waveguide | | SBE | 3.46% | $ 83,000 |
| **Subtotal Subconsultant Participation** | | | **48.20%** | **$1,154,510** |
| Prime Participation | | | 51.80% | $1,240,874 |
| **Base Task** | | | | **$2,395,384** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 482,616** |
| **Total Task Budget Authority** | | | | **$2,878,000** |

| Table 61A: TOS No. 42 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 13.22% | 3.60% | 42.34% | 3.60% | 3.72% | 2.15% |
| **($) Amount** | $316,760 | $86,350 | $1,014,110 | $86,350 | $89,000 | $51,400 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Lehrer Architects LA, Inc. (CO124698)***

Lehrer Architects LA, Inc. has been issued five task orders under the current contract. They include the completed TOS No. 8 (L.A.-Glendale Water Reclamation Plant Administrative Building Programming), TOS No. 24 (Algin Sutton Pool Replacement), TOS No. 31 (L.A.-Glendale Water Reclamation Plant Administration Building Design and Construction Services), the recently issued TOS No. 50 (Hollywood Gymnasium), and the recently issued TOS No. 51 (Echo Park Supportive Housing Feasibility Study).

Since contract execution, Lehrer Architects LA, Inc. has added eight subconsultants to their Schedule A. Lehrer Architects LA, Inc. added Chew Specifications; Focus Environmental Consulting, LLC; Hazard Frankel Architects; Jones & Madhavan; Kaplan Gehring McCarroll Architectural Lighting, Inc.; KPJ Consulting; S & K Engineers; and SWCA Environmental Consultants.

***L.A.-Glendale Water Reclamation Plant Office Building Programming (TOS No. 8)***

For TOS No. 8, completed on November 8, 2016, Lehrer Architects LA, Inc. achieved actual participation levels of 3.81 percent MBE, 12.06 percent WBE, 13.33 percent SBE, 5.71 percent EBE, 0.00 percent DVBE, and 16.51 percent OBE. Lehrer Architects LA, Inc. was awarded TOS No. 31 to complete the design of the Sanitation L.A.-Glendale Water Reclamation Plant Administration Building.

With the November 8, 2016 completion of TOS No. 8, Lehrer Architects LA, Inc. achieved the following MBE/WBE/SBE/EBE/DVBE/OBE subconsultant participation:

| Table 62: TOS No. 8 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| John Labib + Associates | | SBE | 3.81% | $ 3,000.00 |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 5.71% | $ 4,500.00 |
| Stantec Consulting Services, Inc. | | OBE | 16.51% | $13,000.00 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | WBE | 6.35% | $ 5,000.00 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 3.81% | $ 3,000.00 |
| **Subtotal Subconsultant Participation** | | | **36.19%** | **$28,500.00** |
| Prime Participation | | | 63.81% | $50,252.83 |
| **Total Invoiced to Date** | | | | **$78,742.83** |

| Table 62A: TOS No. 8 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 3.81% | 12.06% | 13.33% | 5.71% | 0.00% | 16.51% |
| **($) Amount** | $3,000 | $9,500 | $10,500 | $4,500 | $0 | $13,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Algin Sutton Pool Replacement (TOS No. 24)***

As of July 30, 2019, for TOS No. 24, Lehrer Architects LA, Inc. achieved actual participation levels of 6.57 percent MBE, 9.31 percent WBE, 7.11 percent SBE, 7.11 percent EBE, 0.00 percent DVBE, and 4.01 percent OBE. Upon approval of contract Amendment No. 1, Lehrer Architects LA, Inc. has pledged participation levels of 17.49 percent MBE, 3.49 percent WBE, 28.54 percent SBE, 12.47 percent EBE, 0.00 percent DVBE, and 6.61 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Lehrer Architects LA, Inc. was the following:

| Table 63: TOS No. 24 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Chew Specifications | | OBE | 1.60% | $ 7,932.00 |
| Donald F. Dickerson Associates | F/C | WBE | 8.23% | $ 40,810.00 |
| Focus Environmental Consulting, LLC | | OBE | 0.52% | $ 2,572.00 |
| Geocon Inc./Irvine Geotechnical | | OBE | 1.25% | $ 6,200.00 |
| Hazard Frankel Architects | | OBE | 0.65% | $ 3,200.00 |
| Jones & Madhavan | | SBE, EBE | 6.61% | $ 32,780.00 |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 0.50% | $ 2,484.00 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | WBE | 1.08% | $ 5,334.00 |
| SWCA Environmental Consultants | | OBE | 0.00% | $ 0.00 |
| VCA Engineers, Inc. | M/APA | MBE | 6.07% | $ 30,106.00 |
| **Subtotal Subconsultant Participation** | | | **26.51%** | **$131,418.00** |
| Prime Participation | | | 73.49% | $364,357.57 |
| **Total Invoiced to Date** | | | | **$495,775.57** |

| Table 63A: TOS No. 24 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 6.57% | 9.31% | 7.11% | 7.11% | 0.00% | 4.01% |
| **($) Amount** | $32,590 | $46,144 | $35,264 | $35,264 | $0 | $19.904 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 64: TOS No. 24 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Chew Specifications | | OBE | 1.97% | $ 14,400.00 |
| Donald F. Dickerson Associates | F/C | WBE | 13.49% | $ 98,828.00 |
| Focus Environmental Consulting, LLC | | OBE | 0.77% | $ 5,675.00 |
| Geocon Inc./Irvine Geotechnical | | OBE | 0.85% | $ 6,200.00 |
| Hazard Frankel Architects | | OBE | 0.44% | $ 3,200.00 |
| Jones & Madhavan | | SBE EBE | 11.06% | $ 81,000.00 |
| KPJ Consulting | F/APA | MBE, SBE, EBE | 1.41% | $ 10,350.00 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE, SBE | 2.74% | $ 20,100.00 |
| SWCA Environmental Consultants | | OBE | 2.59% | $ 18,952.00 |
| VCA Engineers, Inc. | M/APA | MBE, SBE | 13.33% | $ 97,670.00 |
| **Subtotal Subconsultant Participation** | | | **48.64%** | **$356,375.00** |
| Prime Participation | | | 51.36% | $376,228.90 |
| **Base Task** | | | | **$732,603.90** |
| **Reimbursables** | | | | **$ 0.00** |
| **Contingency** | | | | **$177,396.10** |
| **Total Task Budget Authority** | | | | **$910,000.00** |

| Table 64A: TOS No. 24 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 17.49% | 13.44% | 28.54% | 12.47% | 0.00% | 6.61% |
| **($) Amount** | $128,120 | $98.828 | $209,210 | $91,350 | $0 | $48,427 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***L.A.-Glendale Water Reclamation Plant Administration Building Design and Construction Services (TOS No. 31)***

As of July 30, 2019, for TOS No. 31, Lehrer Architects LA, Inc. achieved actual participation levels of 14.46percent MBE, 6.92 percent WBE, 16.72 percent SBE, 1.71 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Lehrer Architects LA, Inc. has pledged participation levels of 2.95

percent MBE, 6.76 percent WBE, 33.45 percent SBE, 15.31 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Lehrer Architects LA, Inc. was the following:

| Table 65: TOS No. 31 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| John Labib + Associates | | SBE | 8.40% | $ 110,432.00 |
| Kaplan Gehring McCarroll Architectural Lighting, Inc. | | SBE | 1.40% | $ 18,392.00 |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 1.71% | $ 22,500.00 |
| S & K Engineers | M/SAA | MBE | 11.47% | $ 150,830.00 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | WBE, SBE | 5.21% | $ 68,544.00 |
| VCA Engineers, Inc. | M/APA | MBE | 2.99% | $ 39,298.56 |
| **Subtotal Subconsultant Participation** | | | **31.18%** | **$ 409,996.56** |
| Prime Participation | | | 68.82% | $ 904,923.01 |
| **Total Invoiced to Date** | | | | **$1,314,919.57** |

| Table 65A: TOS No. 31 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 14.46% | 6.92% | 16.72% | 1.71% | 0.00% | 0.00% |
| **($) Amount** | $190,128.56 | $91,044.00 | $219,868.00 | $22,500.00 | $0.00 | $0.00 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 66: TOS No. 31 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| John Labib + Associates | | SBE | 8.30% | $ 116,000 |
| Kaplan Gehring McCarroll Architectural Lighting, Inc. | | SBE | 1.73% | $ 24,200 |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 1.61% | $ 22,500 |
| S & K Engineers | M/SAA | MBE | 13.70% | $ 191,475 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | WBE | 5.15% | $ 72,000 |
| VCA Engineers, Inc. | M/APA | MBE | 2.95% | $ 41,280 |
| **Subtotal Subconsultant Participation** | | | **33.45%** | **$ 467,455** |
| Prime Participation | | | 66.55% | $ 930,045 |
| **Base Task** | | | | **$1,397,500** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 114,500** |
| **Total Task Budget Authority** | | | | **$1,512,000** |

| Table 66A: TOS No. 31 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 16.66% | 6.76% | 11.64% | 1.61% | 0.00% | 0.00% |
| **($) Amount** | $232,755 | $94,500 | $162,700 | $22,500 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Hollywood Gymnasium (TOS No. 50)***

As of July 30, 2019, for TOS No. 50, Lehrer Architects LA, Inc. achieved actual participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. The BOE issued a NTP of $149,693 to initiate the task order. The BOE intends to report to the Board to obtain approval for authorization of TOS No. 50 for full task order funding. Upon approval of contract Amendment No. 1 and approval by the Board, Lehrer Architects LA, Inc. has a projected pledged participation levels of 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Lehrer Architects LA, Inc. was the following:

| Table 67: TOS No. 50 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| KPJ Consulting | F/APA | MBE, SBE, EBE | 0.00% | $ 0 |
| Barbara L. Hall and Associates | F/C | WBE | 0.00% | $ 0 |
| Verdical Group | | SBE, EBE | 0.00% | $ 0 |
| S&K Engineers | | SBE, EBE | 0.00% | $ 0 |
| Nours Engineering | | SBE | 0.00% | $ 0 |
| Studio-MLA | F/HA | MBE, SBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | **$ 0** |

| Table 67A: TOS No. 50 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Projected pledged participation including Amendment No. 1:

| Table 68: TOS No. 50 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| KPJ Consulting | F/APA | MBE, SBE, EBE | 0.17% | $ 2,000 |
| Barbara L. Hall and Associates | F/C | WBE | 4.49% | $ 53,586 |
| Verdical Group | | SBE, EBE | 6.16% | $ 73,600 |
| S&K Engineers | | SBE, EBE | 13.39% | $ 160,000 |
| Nours Engineering | | SBE | 7.12% | $ 85,000 |
| Studio-MLA | F/HA | MBE, SBE | 14.74% | $ 176,020 |
| **Subtotal Subconsultant Participation** | | | **46.06%** | **$ 550,206** |
| Prime Participation | | | 53.94% | $ 644,350 |
| **Base Task** | | | | **$1,194,556** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 0** |
| **Projected Total Task Budget Authority** | | | | **$1,194,556** |

| Table 68A: TOS No. 50 Projected Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 14.90% | 4.49% | 34.46% | 19.72% | 0.00% | 7.12% |
| **($) Amount** | $178,020 | $53,586 | $411,620 | $235,600 | $0 | $85,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Echo Park Supportive Housing Feasibility Study (TOS No. 51)***

As of July 30, 2019, for TOS No. 51, Lehrer Architects LA, Inc. achieved actual participation levels of 0.00 percent MBE, 9.30 percent WBE, 9.30 percent SBE, 9.30 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Lehrer Architects LA, Inc. has pledged participation levels of 0.00 percent MBE, 10.20 percent WBE, 10.20 percent SBE, 10.20 percent EBE, 0.00 percent DVBE, and 0.00 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Lehrer Architects LA, Inc. was the following:

| Table 69: TOS No. 51 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 9.30% | $ 4,000 |
| **Subtotal Subconsultant Participation** | | | **9.30%** | **$ 4,000** |
| Prime Participation | | | 90.70% | $39,000 |
| **Total Invoiced to Date** | | | | **$43,000** |

| Table 69A: TOS No. 31 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 9.30% | 9.30% | 9.30% | 0.00% | 0.00% |
| **($) Amount** | $0 | $4,000 | $4,000 | $4,000 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 70: TOS No. 51 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 10.20% | $ 5,000 |
| **Subtotal Subconsultant Participation** | | | **10.20%** | **$ 5,000** |
| Prime Participation | | | 89.80% | $44,000 |
| **Base Task** | | | | **$49,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 1,000** |
| **Total Task Budget Authority** | | | | **$50,000** |

| Table 70A: TOS No. 51 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 10.20% | 10.20% | 10.20% | 0.00% | 0.00% |
| **($) Amount** | $0 | $5,000 | $5,000 | $5,000 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***M. Arthur Gensler Jr. & Associates, Inc. (CO124805)***

M. Arthur Gensler Jr. & Associates, Inc. has been issued two task orders under the current contract TOS No. 1 (the Design Competition for the Los Angeles Convention Center Expansion Project). This task has been completed. The firm was recently awarded TOS No.52A/340L (Hollywood Walk of Fame Design Services) and TOS No. 55 (Madrid Theatre Renovations).

Since contract execution, M. Arthur Gensler Jr. & Associates, Inc. has added seven subconsultants to their Schedule A, including Conventional Wisdom; Lehrer Architects LA, Inc.; Summit Consulting and Engineering; and The Mobility Group. The reason for the addition of these four subconsultants was to prepare for the firm's entry for the Design Competition for the Los Angeles Convention Center Expansion Project. Three additional subconsultants, DCE Civil Engineering Group, Leland Saylor Associates, and Sam Schwartz Engineering, D.P.C., were added for the Hollywood Walk of Fame Design Services Task Order.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for M. Arthur Gensler Jr. & Associates, Inc. was the following:

***Design Competition for the Los Angeles Convention Center Expansion (TOS No. 1)***
For TOS No. 01, M. Arthur Gensler Jr. & Associates, Inc. achieved actual participation levels of 18 percent MBE, 4 percent WBE, 45 percent SBE, 7 percent EBE, 3 percent DVBE, and 5 percent OBE. This task order was completed on March 22, 2016.

For this task order the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arthur Gensler Jr. & Associates, Inc. was the following:

| Table 71: TOS No. 1 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Conventional Wisdom | | OBE | 3.50% | $ 7,000 |
| Clarke Project Solutions | | SBE, EBE, DVBE | 3.00% | $ 6,000 |
| Lehrer Architects LA, Inc. | | SBE | 20.00% | $ 40,000 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE, SBE | 18.00% | $ 36,000 |
| Summit Consulting & Engineering | F/HA | WBE, SBE, EBE | 4.00% | $ 8,000 |
| The Mobility Group | | OBE | 1.50% | $ 3,000 |
| **Subtotal Subconsultant Participation** | | | **50.00%** | **$100,000** |
| Prime Participation | | | **50.00%** | **$100,000** |
| **Total Invoiced to Date** | | | | **$200,000** |

| Table 71A: TOS No. 1 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 18% | 4% | 45% | 7% | 3% | 5% |
| **($) Amount** | $36,000 | $8,000 | $90,000 | $14,000 | $6,000 | $10,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Hollywood Walk of Fame Design Services (TOS No. 52A/340L)***
As of July 30, 2019, for TOS No. 52A/340L, M. Arthur Gensler Jr. & Associates, Inc. achieved actual participation levels 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. The BOE issued to the firm the NTP on June 6, 2019 for $138,000 to initiate the task order. Invoices are pending. Upon approval of contract Amendment No. 1, M. Arthur Gensler Jr. & Associates, Inc. has pledged participation levels of 5.07 percent MBE, 1.09 percent WBE, 26.33 percent SBE, 18.22 percent EBE, 3.04 percent DVBE, and 8.96 percent OBE. The BOE intends to report to the Board to obtain approval for authorization of TOS No. 52A/340L for additional funding.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for M. Arthur Gensler Jr. & Associates, Inc. was the following:

| Table 72: TOS No. 52A/340L | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |

| | | | | |
|---|---|---|---|---|
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE, SBE | 0.00% | $ 0 |
| DCA Civil Engineering Group | | SBE, EBE | 0.00% | $ 0 |
| Leland Saylor Associates | | DVBE, SBE | 0.00% | $ 0 |
| Historic Resource Group | F/C | WBE | 0.00% | $ 0 |
| Sam Schwartz Engineering, D.P.C. | | OBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | **$ 0** |

| Table 72A: TOS No. 52A/340L Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 73: TOS No. 52A/340L | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE, SBE | 5.07% | $ 7,000 |
| DCA Civil Engineering Group | | SBE, EBE | 18.22% | $ 25,140 |
| Leland Saylor Associates | | DVBE, SBE | 3.04% | $ 4,200 |
| Historic Resource Group | F/C | WBE | 1.09% | $ 1,500 |
| Sam Schwartz Engineering, D.P.C. | | OBE | 8.96% | $ 12,361 |
| **Subtotal Subconsultant Participation** | | | **36.38%** | **$ 50,201** |
| Prime Participation | | | 63.62% | $ 87,799 |
| **Base Task** | | | | **$138,000** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 10,000** |
| **Total Task Budget Authority** | | | | **$148,000** |

| Table 73A: TOS No. 52A/340L Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 5.07% | 1.09% | 26.33% | 18.22% | 3.04% | 8.96% |
| **($) Amount** | $7,000 | $1,500 | $36,340 | $25,140 | $4,200 | $12,361 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Madrid Theatre Renovations (TOS No. 55)***

As of July 30, 2019, for the proposed award of TOS No. 55 to M. Arthur Gensler Jr. & Associates, Inc. achieved actual participation levels 0 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE. On June 25, 2019,

the BOE issued a NTP of $145,666 to M. Arthur Gensler Jr. & Associates, Inc. to initiate the task. The BOE intends to report to the Board to obtain approval for authorization of TOS No. 55 for an amount of approximately $748,710. Upon approval of contract Amendment No. 1 and with approval of the Board, M. Arthur Gensler Jr. & Associates, Inc. is projected to have pledged participation levels of 29.45 percent MBE, 4.21 percent WBE, 46.35 percent SBE, 43.89 percent EBE, 8.41 percent DVBE, and 17.19 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for M. Arthur Gensler Jr. & Associates, Inc. was the following:

| Table 74: TOS No. 55 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| KGM Architectural Lighting | | OBE | 0.00% | $ 0 |
| KPJ Consulting | F/APA | WBE, SBE, EBE | 0.00% | $ 0 |
| Logic Technology Consulting Group | M/SAA | MBE, SBE, EBE, DVBE | 0.00% | $ 0 |
| Structural Focus | | SBE, EBE | 0.00% | $ 0 |
| S Y Lee Associates, Inc. | M/APA | MBE, SBE, EBE | 0.00% | $ 0 |
| TheatreDNA | | OBE | 0.00% | $ 0 |
| Veneklasen Associates | | SBE | 0.00% | $ 0 |
| **Subtotal Subconsultant Participation** | | | **0.00%** | **$ 0** |
| Prime Participation | | | 0.00% | $ 0 |
| **Total Invoiced to Date** | | | | **$ 0** |

| Table 74A: TOS No. 55 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $0 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Projected Pledge participation including Amendment No. 1:

| Table 75: TOS No. 55 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| KGM Architectural Lighting | | OBE | 2.80% | $ 20,000 |
| KPJ Consulting | F/APA | WBE/SBE EBE | 4.21% | $ 30,000 |
| Logic Technology Consulting Group | M/SAA | MBE/SBE EBE/ DVBE | 8.41% | $ 60,000 |
| Structural Focus | | SBE/EBE | 10.24% | $ 73,000 |
| S Y Lee Associates, Inc. | M/APA | MBE/SBE EBE | 21.04% | $150,010 |
| TheatreDNA | | OBE | 14.39% | $102,600 |
| Veneklasen Associates | | SBE | 2.45% | $ 17,500 |
| **Subtotal Subconsultant Participation** | | | **63.54%** | **$453,110** |
| Prime Participation | | | 36.46% | $260,000 |

| | |
|---|---|
| **Base Task** | **$713,110** |
| **Reimbursables** | **$ 35,600** |
| **Contingency** | **$ 0** |
| **Projected Total Task Budget Authority** | **$748,710** |

| Table 75A: TOS No. 55 Projected Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 29.45% | 4.21% | 46.35% | 43.89% | 8.41% | 17.19% |
| **($) Amount** | $210,010 | $30,000 | $330,510 | $313,010 | $60,000 | $122,600 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Paul Murdoch Architects APC (CO124804)***

Paul Murdoch Architects APC has been issued one TOS under the current contract, TOS No. 36 (Boyle Heights Sports Center). Since contract execution, Paul Murdoch Architects APC has added two subconsultants to their Schedule A, including IMEG Corp and Moore Iacofano Goltsman, Inc. (MIG). IMEG Corp was added due to the merger of former Schedule A subconsultant TTG Engineers. Moore Iacofano Goltsman, Inc. (MIG) was added due to the acquisition of former Schedule A subconsultant AHBE Landscape.

***Boyle Heights Sports Center (TOS No. 36)***

As of July 30, 2019, for TOS No. 36, Paul Murdoch Architects APC achieved actual participation levels of 10.22 percent MBE, 2.22 percent WBE, 3.29 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 33.77 percent OBE. Upon approval of contract Amendment No. 1, Paul Murdoch Architects APC has pledged participation levels of 13.54 percent MBE, 5.73 percent WBE, 8.99 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 44.62 percent OBE. Subconsultant Chew Specifications is no longer in business. The original pledged participation amount for Chew Specifications of $18,500 has been reallocated to the Task Order's contingency.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Paul Murdoch Architects APC was the following:

| Table 76: TOS No. 36 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| C.P. O'Halloran Associates | | OBE | 4.11% | $ 5,000 |
| Chew Specifications | | OBE | 0.00% | $ 0.00 |
| Engineering Economics | | OBE | 1.91% | $ 2,320 |
| IMEG Corp (formerly TTG Engineers) | | OBE | 10.05% | $ 12,214.80 |
| Katherine Padilla & Associates | F/HA | WBE | 2.22% | $ 2,700 |

| | | | | |
|---|---|---|---|---|
| Moore Iacofano Goltsman, Inc. (formerly AHBE Landscape Architects) | | OBE | 0.00% | $ 0 |
| AHBE Landscape Architects | M/APA | MBE | 5.04% | $ 6,125 |
| Stantec Consulting Services, Inc. | | OBE | 17.69% | $ 21,501 |
| TTG Engineers (see IMEG Corp) | M/SAA | MBE | 0.00% | $ 0 |
| Viniegra & Viniegra Architecture | F/APA | WBE/SBE | 0.00% | $ 0 |
| WHL Consulting Engineers, Inc. | M/APA | MBE | 5.18% | $ 6,300 |
| Zinner Consulting | | SBE | 3.29% | $ 4,000 |
| **Subtotal Subconsultant Participation** | | | **49.50%** | **$ 60,160.80** |
| Prime Participation | | | 50.50% | $ 61,365.61 |
| **Total Invoiced to Date** | | | | **$121,526.41** |

**Table 76A: TOS No. 36 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 10.22% | 2.22% | 3.29% | 0.00% | 0.00% | 33.77% |
| **($) Amount** | $12,425 | $2,700 | $4,000 | $0 | $0 | $41,035.80 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

**Table 77: TOS No. 36**

| Pledged Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total NTPs | Amount of Total NTPs |
|---|---|---|---|---|
| C.P.O'Halloran Associates | | OBE | 3.09% | $ 22,000 |
| Chew Specifications | | OBE | 0.00% | $ 0 |
| Engineering Economics | | OBE | 4.55% | $ 32,365 |
| IMEG Corp (formerly TTG Engineers) | | OBE | 17.27% | $ 122,950 |
| Katherine Padilla & Associates | F/HA | WBE | 1.24% | $ 8,810 |
| Moore Iacofano Goltsman, Inc. (formerly AHBE Landscape Architects) | | OBE | 4.95% | $ 35,275 |
| AHBE Landscape Architects | M/APA | MBE | 0.86% | $ 6,125 |
| Stantec Consulting Services, Inc. | | OBE | 17.12% | $ 121,862 |
| TTG Engineers (see IMEG Corp) | M/SAA | MBE | 0.00% | $ 0 |
| Viniegra & Viniegra Architecture | F/APA | WBE SBE | 4.49% | $ 32,000 |
| WHL Consulting Engineers, Inc. | M/APA | MBE | 7.73% | $ 55,000 |
| Zinner Consulting | | SBE | 4.49% | $ 32,000 |
| **Subtotal Subconsultant Participation** | | | **65.79%** | **$ 468,387** |
| Prime Participation | | | 34.21% | $ 243,568 |

| | |
|---|---|
| **Base Task** | **$ 711,955** |
| **Reimbursables** | **$ 0** |
| **Contingency** | **$ 288,045*** |
| **Total Task Budget Authority** | **$1,000,000** |

*$18,500 from subconsultant Chew Specifications reallocated to contingency.

| Table 77A: TOS No. 36 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 8.59% | 5.73% | 8.99% | 0% | 0% | 46,98% |
| **($) Amount** | $61,125 | $40,810 | $64,000 | $0 | $0 | $334,452 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Perkins + Will, Inc. (CO124699)***

Perkins + Will, Inc. has been issued five Task Orders under the current contract including the completed TOS No. 19 (Lincoln Heights Jail Adaptive Re-Use Study Report Update).

Task Orders (TOS No. 41.1) involving the Emergency Bridge Housing Program are not subject to BIP subconsultant utilization reporting per Mayor's Office waiver. Multiple Emergency Bridge Housing projects have been assigned to this consultant and the work is ongoing. The total Notices to Proceed amount for Bridge Home Task Orders is $966,528 and a total of $895,137 has been invoiced to date. It is critical that contract CO124699 be amended in order for Perkins + Will, Inc. to continue working on Emergency Bridge Housing projects without lapses to this contract.

There are active three Task Orders including TOS No. 37 (L.A. Street Civic Building Programming and Performance Specifications), TOS No. 41.4 (CD15 Homeless Storage Center), and TOS No. 54 (Destination Crenshaw). Since contract execution, Perkins + Will, Inc. has added thirteen subconsultants to their Schedule A. Perkins + Will, Inc. added Andrew Wilson Consulting, GPA Consulting, Gwynne Pugh Urban Studio, Inc., Lerch Bates, Inc., Moore Iacofano Goltsman, Inc. (MIG) formerly AHBE Landscape, Nelson/Nygaard Consulting Associates, Inc., R. Steele Consulting Inc., Selbert Perkins Design Collaborative, TERP Consulting, The Robert Group, and Webb Design for the L.A. Street Civic Building Programming and Performance Specifications Task Order. Perkins + Will, Inc. added Leland Saylor Associates for the L.A. Street Civic Building Programming and Performance Specifications Task Order and the CD15 Homeless Storage Center Task Order. Perkins + Will, Inc. added KPFF Consulting Engineers for the sole source Destination Crenshaw Task Order.

***Lincoln Heights Jail Adaptive Re-Use Study Report Update (TOS No. 19)***

For TOS No. 19, completed on December 31, 2016, Perkins + Will, Inc. achieved actual participation levels of 20.0 percent MBE, 0.0 percent WBE, 5.33 percent SBE, 5.33 percent EBE, 0.0 percent DVBE, and 36.37 percent OBE.

As of the December 31, 2016 completion date, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Perkins + Will, Inc. was the following:

| Table 78: TOS No. 19 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Construction Cost Consultants | F/SAA | MBE | 9.33% | $ 7,000 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M / APA | MBE | 5.33% | $ 4,000 |
| Historic Resources Group | | OBE | 3.33% | $ 2,500 |
| Jensen Hughes | | OBE | 7.33% | $ 5,500 |
| Thornton Tomasetti | | OBE | 26.00% | $19,500 |
| VCA Engineering, Inc. | M/APA | MBE/SBE EBE | 5.33% | $ 4,000 |
| **Subtotal Subconsultant Participation** | | | **56.67%** | **$42,500** |
| Prime Participation | | | 43.33% | $32,500 |
| **Total Invoiced to Date** | | | | **$75,000** |

| Table 78A: TOS No. 54 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 20.00% | 0.0% | 5.33% | 5.33% | 0% | 36.67% |
| **($) Amount** | $15,000 | $0 | $4,000 | $4,000 | $0 | $27,500 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***L.A. Street Civic Building Programming and Performance Specifications (TOS No. 37)***

As of July 30, 2019, for TOS No. 37, Perkins + Will, Inc. achieved actual participation levels of 12.44 percent MBE, 4.99 percent WBE, 13.71 percent SBE, 11.84 percent EBE, 1.73 percent DVBE, and 30.38 percent OBE. Upon approval of contract Amendment No. 1, Perkins + Will, Inc. has pledged participation levels of 10.91 percent MBE, 4.11 percent WBE, 15.40 percent SBE, 13.79 percent EBE, 2.12 percent DVBE, and 30.41 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Perkins + Will, Inc. was the following:

| Table 79: TOS No. 37 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Andrew Wilson Consulting | | OBE | 2.79% | $ 31,720 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M/APA | MBE/SBE EBE | 5.56% | $ 63,225 |
| Glumac | | OBE | 4.07% | $ 46,365 |
| GPA Consulting | F/HA | WBE/SBE EBE | 0.40% | $ 4,500 |

| | | | | | |
|---|---|---|---|---|---|
| Guidepost Solutions | | OBE | 1.17% | $ | 13,319 |
| Gwynne Pugh Urban Studio, Inc. | | SBE EBE | 2.53% | $ | 28,750 |
| Leland Saylor Associates | | DVBE | 1.73% | $ | 19,680 |
| Lerch Bates, Inc. | | OBE | 1.51% | $ | 17,130 |
| Moore Iacofano Goltsman, Inc. (MIG) formerly AHBE Landscape | | OBE | 0.00% | $ | 0 |
| AHBE Landscape | M/APA | MBE/SBE EBE | 3.36% | $ | 38,245 |
| Nelson/Nygaard Consulting Associates, Inc. | | OBE | 3.33% | $ | 37,935 |
| R. Steele Consulting, Inc. | | OBE | 14.67% | $ | 166,900 |
| Selbert Perkins Design Collaborative | F/C | WBE/SBE | 1.88% | $ | 21,356 |
| TERP Consulting | | OBE | 0.62% | $ | 7,025 |
| The Robert Group | F/AA | WBE | 2.72% | $ | 30,910 |
| Thornton Tomasetti | | OBE | 2.22% | $ | 25,290 |
| VCA Engineers, Inc. | M/APA | MBE | 3.52% | $ | 40,070 |
| Veneklasen | | SBE/EBE | 0.00% | $ | 0 |
| Webb Design | | OBE | 0.00% | $ | 0 |
| **Subtotal Subconsultant Participation** | | | **52.06%** | **$** | **592,420** |
| Prime Participation | | | 47.94% | $ | 545,615.36 |
| **Total Invoiced to Date** | | | | **$** | **1,138,035.36** |

| **Table 79A: TOS No. 37 Total Subconsultant Participation** | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 12.44% | 4.99% | 1.71% | 11.84% | 1.73% | 30.38% |
| **($) Amount** | $141,540 | $56,766 | $156,076 | $134,720 | $19,680 | $345,684 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| **Table 80: TOS No. 37** | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Andrew Wilson Consulting | | OBE | 2.33% | $ 36,000 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M/APA | MBE/SBE EBE | 4.85% | $ 75,000 |
| Glumac | | OBE | 3.56% | $ 55,000 |
| GPA Consulting | F/HA | WBE/SBE EBE | 0.29% | $ 4,500 |
| Guidepost Solutions | | OBE | 1.02% | $ 15,800 |

| | | | | |
|---|---|---|---|---|
| Gwynne Pugh Urban Studio, Inc. | | SBE/EBE | 2.26% | $ 35,000 |
| Leland Saylor Associates | | SBE DVBE | 2.12% | $ 32,800 |
| Lerch Bates, Inc. | | OBE | 1.29% | $ 20,000 |
| Moore Iacofano Goltsman, Inc. (MIG) formerly AHBE Landscape | | OBE | 0.52% | $ 7,955 |
| AHBE Landscape | M/APA | MBE | 2.51% | $ 38,245 |
| Nelson/Nygaard Consulting Associates, Inc. | | OBE | 2.88% | $ 44,500 |
| R. Steele Consulting, Inc. | | OBE | 15.58% | $ 241,000 |
| Selbert Perkins Design Collaborative | F/C | WBE SBE | 1.62% | $ 25,000 |
| TERP Consulting | | OBE | 0.52% | $ 8,000 |
| The Robert Group | F/AA | WBE | 2.20% | $ 34,000 |
| Thornton Tomasetti | | OBE | 1.94% | $ 30,000 |
| VCA Engineers, Inc. | M/APA | MBE SBE EBE | 3.07% | $ 47,538 |
| Veneklasen | | SBE | 0.32% | $ 5,000 |
| Webb Design | | OBE | 1.29% | $ 20,000 |
| **Subtotal Subconsultant Participation** | | | **50.14%** | **$ 775,368** |
| Prime Participation | | | 49.86% | $ 771,141 |
| **Base Task** | | | | **$1,546,509** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 53,491** |
| **Total Task Budget Authority** | | | | **$1,600,000** |

**Table 80A: TOS No. 37 Total Subconsultant Participation**

| Pledged | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 10.91% | 4.11% | 15.40% | 13.79% | 2.12% | 31.41% |
| **($) Amount** | $168,738 | $63,530 | $238,238 | $213,238 | $32,800 | $479,300 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Council District No. 15 Homeless Storage Center (TOS No. 41.4)***

As of July 30, 2019, for TOS No. 41.4, Perkins + Will, Inc. achieved actual participation levels of 23.66 percent MBE, 3.12 percent WBE, 19.22 percent SBE, 19.252 percent EBE, 3.90 percent DVBE, and 0.00 percent OBE. Upon approval of contract Amendment No. 1, Perkins + Will, Inc. has pledged participation levels of 15.76 percent MBE, 3.60 percent WBE, 18.64 percent SBE, 7.56 percent EBE, 2.88 percent DVBE, and 7.20 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Perkins + Will, Inc. was the following:

| Table 81: TOS No. 41.4 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Cornerstone Studios, Inc. | F/APA | WBE/SBE EBE | 3.12% | $ 6,400 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M/APA | MBE/SBE EBE | 7.91% | $ 16,200 |
| Englekirk Institutional, Inc. formerly Englekirk & Sabol Consulting Structural Engineers, Inc. | | MBE | 7.57% | $ 15,500 |
| Leland Saylor Associates | | DVBE | 3.90% | $ 8,000 |
| VCA Engineers, Inc. | M/APA | MBE/SBE EBE | 8.18% | $ 16,766 |
| **Subtotal Subconsultant Participation** | | | **30.69%** | **$ 62,866** |
| Prime Participation | | | 69.31% | $142,000 |
| **Total Invoiced to Date** | | | | **$204,866** |

| Table 81A: TOS No. 41.4 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 23.66% | 3.12% | 19.22% | 19.22% | 3.90% | 0.00% |
| **($) Amount** | $46,466 | $6,400 | $39,366 | $39,366 | $8,000 | $0.00 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 82: TOS No. 41.4 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Cornerstone Studios, Inc. | F/APA | WBE | 3.60% | $ 10,000 |
| D'Autremont-Helms & Associates, Inc. DBA DHA + Calpec | M/APA | MBE SBE/EBE | 7.56% | $ 21,000 |
| Englekirk Institutional, Inc. formerly Englekirk & Sabol Consulting Structural Engineers, Inc. | | OBE | 7.20% | $ 20,000 |
| Leland Saylor Associates | | SBE DVBE | 2.88% | $ 8,000 |
| VCA Engineers, Inc. | M/APA | MBE SBE | 8.20% | $ 22,766 |
| **Subtotal Subconsultant Participation** | | | **29.44%** | **$ 81,766** |
| Prime Participation | | | 70.56% | $196,010 |

| | |
|---|---|
| **Base Task** | **$277,776** |
| **Reimbursables** | **$ 0** |
| **Contingency** | **$ 98,356** |
| **Total Task Budget Authority** | **$376,132** |

| Table 82A: TOS No. 41.4 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 15.76% | 3.60% | 18.64% | 7.56% | 2.88% | 7.20% |
| **($) Amount** | $43,766 | $10,000 | $51,766 | $21,000 | $8,000 | $20,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Destination Crenshaw (TOS No. 54)***

As of July 30, 2019, for TOS No. 54, Perkins + Will, Inc. achieved actual participation levels of 46.50 percent MBE, 0.0 percent WBE, 46.50 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 51.85 percent OBE. Upon approval of contract Amendment No. 1, Perkins + Will, Inc. has pledged participation levels of 34.97 percent MBE, 0.0 percent WBE, 34.97 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 63.02 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Perkins + Will, Inc. was the following:

| Table 83: TOS No. 54 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| KPFF Consulting Engineers | | OBE | 51.85% | $422,900 |
| Studio-MLA | F / HA | MBE SBE | 46.50% | $379,300 |
| **Subtotal Subconsultant Participation** | | | **98.34%** | **$802,200** |
| Prime Participation | | | 1.66% | $13,500 |
| **Total Invoiced to Date** | | | | **$815,700** |

| Table 83A: TOS No. 54 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 46.50% | 0% | 46.50% | 0% | 0% | 51.85% |
| **($) Amount** | $379,300 | $0 | $379,300 | $0 | $0 | $422,900 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 84: TOS No. 54 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| KPFF Consulting Engineers | | OBE | 63.02% | $ 811,000 |
| Studio-MLA | F/HA | MBE/SBE | 34.97% | $ 450,000 |
| **Subtotal Subconsultant Participation** | | | **97.99%** | **$1,261,000** |
| Prime Participation | | | 2.01% | $ 25,809 |

| | |
|---|---|
| **Base Task** | **$1,286,809** |
| **Reimbursables** | **$ 0** |
| **Contingency** | **$ 0** |
| **Total Task Budget Authority** | **$1,286,909** |

| Table 84A: TOS No. 54 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 34.97% | 0% | 34.97% | 0% | 0% | 63.02% |
| **($) Amount** | $450,000 | $0 | $450,000 | $0 | $0 | $811,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Pfeiffer Partners Architects (C124799)***
As of July 30, 2019, Pfeiffer Partners Architects has not been issued any task orders, thus they have not utilized subconsultants.

***Rios Clementi Hale Studios (C124705)***
Rios Clementi Hale Studios has been issued two Task Orders under the current contract, including the completed TOS No. 11 (Central Services Yard Master Plan) and the active TOS No. 14 (Greek Theatre Improvements). Since contract execution, Rios Clementi Hale Studios has added six subconsultants to their Schedule A. Rios Clementi Hale Studios added MGAC and VS2 Consulting, Inc. for the Greek Theatre Improvements and the Central Services Yard Master Plan Task Orders. Rios Clementi Hale Studios added Infrastructure Factor Consulting, Inc., Miyamoto International, and the Sullivan Partnership, Inc. for the Greek Theatre Improvements Task Order. Rios Clementi Hale Studios added Eyestone-Jones Environmental LLC for the Central Services Yard Master Plan.

***Central Services Master Plan (TOS No. 11)***
For TOS No. 11, completed on June 1, 2018, Rios Clementi Hale Studios achieved actual participation levels of 9.28 percent MBE, 0.0 percent WBE, 9.28 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 5.97 percent OBE. Rios Clementi Hale Studios had pledged participation levels of 26.67 percent for MBE, 0 percent for WBE, 26.67 percent for SBE, 0.0 percent EBE, 0.0 percent DVBE, and 23.33 percent OBE. The BOE issued a NTP amount of $150,000 to the firm but only $83,748.14 was invoiced. This TOS was completed on June 1, 2018 with the finalization of the Master Plan. The City did not request the consultant to conduct further environmental studies which would have utilized the subconsultants.

As of the June 1, 2018 completion date, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Rios Clementi Hale Studios was the following:

| Table 85: TOS No. 11 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Eyestone-Jones Environmental LLC | | OBE | 0.00% | $ 0 |
| MGAC | | OBE | 5.97% | $ 5,000 |
| VS2 Consulting Inc. | M/HA | MBE/SBE | 9.28% | $ 7,775 |
| **Subtotal Subconsultant Participation** | | | **15.25%** | **$12,775** |
| Prime Participation | | | 84.75% | $70,973 |
| **Total Invoiced to Date** | | | | **$83,748** |

| Table 85A: TOS No. 11 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 9.28% | 0% | 9.28% | 0% | 0% | 5.97% |
| **($) Amount** | $7,775 | $0 | $7,775 | $0 | $0 | $5,000 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Greek Theatre Improvements (TOS No. 14)***

As of July 30, 2019, for the Greek Theatre Improvements (TOS No. 14), Rios Clementi Hale Studios achieved actual participation levels of 11.98 percent MBE, 0.0 percent WBE, 18.57 percent SBE, 1.30 percent EBE, 0.0 percent DVBE, and 3.90 percent OBE. Upon approval of contract Amendment No. 1, Greek Theatre Improvements has pledged participation levels of 17.90 percent MBE, 6.51 percent WBE, 33.36 percent SBE, 0.0 percent EBE, 0.0 percent DVBE, and 5.75 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Rios Clementi Hale Studios was the following:

| Table 86: TOS No. 14 | | | | |
|---|---|---|---|---|
| **Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total Invoiced** | **Amount Invoiced to Date** |
| Incledon Consulting Group | | OBE | 2.63% | $7,500 |
| Infrastructure Factor Consulting, Inc. | F / C | WBE SBE | 0% | $0 |
| MGAC | | OBE | 1.26% | $3,600 |
| Miyamoto International | M / APA | MBE | 11.98% | $34,115 |
| Page & Turnbull, Inc. | | SBE | 18.57% | $52,874 |
| VS2 Consulting Inc. | M / HA | MBE SBE | 0% | $0 |
| **Subtotal Subconsultant Participation** | | | **34.45%** | **$98,089** |
| Prime Participation | | | 65.55% | $186,658 |
| **Total Invoiced to Date** | | | | **$284,747** |

| Table 86A: TOS No. 14 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 11.98% | 0% | 18.57% | 0% | 0% | 3.9% |

| | | | | | | |
|---|---|---|---|---|---|---|
| **($) Amount** | $34,115 | $0 | $52,874 | $0 | $0 | $11,100 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 87: TOS No. 14 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Incledon Consulting Group | | OBE | 3.26% | $ 22,300 |
| Infrastructure Factor Consulting, Inc. | F/C | WBE/SBE | 6.51% | $ 44,500 |
| MGAC | | OBE | 2.49% | $ 17,000 |
| Miyamoto International | M/APA | MBE | 15.71% | $107,340 |
| Page & Turnbull, Inc. | | SBE | 24.66% | $168,485 |
| VS2 Consulting Inc. | M/HA | MBE SBE | 2.20% | $ 15,000 |
| **Subtotal Subconsultant Participation** | | | **54.82%** | **$374,625** |
| Prime Participation | | | 45.18% | $308,719 |
| **Base Task** | | | | **$683,344** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$216,696** |
| **Total Task Budget Authority** | | | | **$900,000** |

| Table 87A: TOS No. 14 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 17.90% | 6.51% | 33.36% | 0.00% | 0.00% | 5.75% |
| **($) Amount** | $122.340 | $44,500 | $227,985 | $0 | $0 | $39,300 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***RoTo Architects, Inc (CO124800)***

RoTo Architects, Inc. has been issued one Task Order under the current contract, TOS No. 48 (Channel 35 Studio Relocation). Since contract execution, RoTo Architects, Inc. has added three subconsultants. RoTo Architects, Inc. added Alliance Project, LLC, BFA Communications Technology Consultants, and Walter P Moore. On February 20, 2019, the Board approved the transfer of TOS No. 320 from expired RoTo Architects, Inc. contract CO114019 to current contract CO124800. This TOS transfer required the consultant to add subcontracts from the expired contract to the current contract. The subconsultants assigned to the Channel 35 Studio Relocation Task Order were originally subject to the City's former MBE/WBE/OBE program prior to the transfer of the TOS to the current contract. The former MBE/WBE/OBE program did not include the BIP certification

categories of SBE, EBE, and DVBE. However, in addition to the MBE or WBE certifications, some of these firms are also certified in the SBE and EBE categories.

***Channel 35 Studio Relocation (TOS No. 48)***

As of July 30, 2019, for No. 48, RoTo Architects, Inc. achieved actual participation levels of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 37.57 percent OBE. Upon approval of contract Amendment No. 1, RoTo Architects, Inc. has pledged participation levels of 6.65 percent MBE, 4.00 percent WBE, 10.02 percent SBE, 0.70 percent EBE, 0.00 percent DVBE, and 37.61 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for RoTo Architects, Inc. was the following:

**Table 88: TOS No. 48**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Alliance Project, LLC | F/C | WBE/SBE | 0.00% | $ 0 |
| BFA Communications Technology Consultants | | OBE | 0.00% | $ 0 |
| Gary Barnett Specifications, Inc. | | OBE | 6.13% | $ 6,000 |
| Glumac | | OBE | 16.13% | $ 15,800 |
| JAG | | OBE | 0.00% | $ 0 |
| Made in Space | | OBE | 0.00% | $ 0 |
| MARRS Services, Inc. | F/APA | MBE/SBE EBE | 0.00% | $ 0 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE/SBE | 0.00% | $ 0 |
| Triad Consulting & Systems Design Group | M/AA | MBE | 0.00% | $ 0 |
| VCA Engineers, Inc. | M/APA | MBE | 0.00% | $ 0 |
| Veneklasen | | SBE | 0.00% | $ 0 |
| Walter P Moore | | OBE | 15.32% | $ 15,000 |
| **Subtotal Subconsultant Participation** | | | **37.57%** | **$ 36,800** |
| Prime Participation | | | 62.43% | $61,142.12 |
| **Total Invoiced to Date** | | | | **$97,942.12** |

**Table 88A: TOS No 48 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 0% | 0% | 0% | 0% | 0% | 37.57% |
| **($) Amount** | $0 | $0 | $0 | $0 | $0 | $36,800 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 89: TOS No. 48 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Alliance Project, LLC | F/C | WBE/SBE | 4.00% | $ 22,220 |
| BFA Communications Technology Consultants | | OBE | 5.85% | $ 32,495 |
| Gary Barnett Specifications, Inc. | | OBE | 1.23% | $ 6,842 |
| Glumac | | OBE | 11.73% | $ 65,155 |
| JAG | | OBE | 5.28% | $ 29,334 |
| Made in Space | | OBE | 1.28% | $ 7,086 |
| MARRS Services, Inc. | F/APA | MBE/SBE EBE | 0.70% | $ 3,875 |
| Studio-MLA (formerly Mia Lehrer & Associates) | F/HA | MBE/SBE | 2.12% | $ 11,790.60 |
| Triad Consulting & Systems Design Group | M/AA | MBE | 1.60% | $ 8,875 |
| VCA Engineers, Inc. | M/APA | MBE | 2.24% | $ 12,420 |
| Veneklasen | | SBE | 3.20% | $ 17,798 |
| Walter P Moore | | OBE | 12.25% | $ 68,051 |
| **Subtotal Subconsultant Participation** | | | **51.47%** | **$285,941.60** |
| Prime Participation | | | 48.53% | $269,614.89 |
| **Base Task** | | | | **$555,556.49** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 150,000** |
| **Total Task Budget Authority** | | | | **$705,556.49** |

| Table 89A: TOS No. 48 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 6.65% | 4.00% | 10.02% | 0.70% | 0% | 37.61% |
| **($) Amount** | $36,960.60 | $22,220 | $55,683.60 | $3,875 | $0 | $208,963 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***SMA, Inc. dba Sparano + Mooney Architecture, Inc. (CO124704)***

SMA, Inc. dba Sparano + Mooney Architecture, Inc. has been issued two task orders under the current contract, including TOS No. 07 (Studio City Recreation Center Gymnasium) and TOS No. 32 (Granada Hills Pool and Bathhouse Replacement). Since contract execution, SMA, Inc. dba Sparano + Mooney Architecture, Inc. has added three subconsultants to their Schedule A. SMA, Inc. dba Sparano + Mooney Architecture, Inc. added AWC West, Aquatic Design Group, and Chew Specifications for the Granada Hills Pool and Bathhouse Replacement Task Order and AWC West and Chew

Specifications for the Studio City Recreation Center Gymnasium Task Order. AWC West replaced Chew Specifications after death of Chew Specifications' owner. Aquatic Design Group acquired Schedule A listed subconsultant Rowley International, Inc.

***Studio City Recreation Center (TOS No. 7)***

As of July 30, 2019, for TOS No. 7, SMA, Inc. dba Sparano + Mooney Architecture, Inc. achieved actual participation levels of 13.34 percent MBE, 3.27 percent WBE, 15.54 percent SBE, 15.54 percent EBE, 0 percent DVBE, and 28.03 percent OBE. Upon approval of contract Amendment No. 1, SMA, Inc. dba Sparano + Mooney Architecture, Inc. has pledged participation levels of 14.59 percent MBE, 4.54 percent WBE, 16.18 percent SBE, 16.18 percent EBE, 0.0 percent DVBE, and 29.34 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for SMA, Inc. dba Sparano + Mooney Architecture, Inc. was the following:

**Table 90: TOS No. 7**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| AWC West | | OBE | 0.31% | $ 1,670.50 |
| Buro Happold Consulting Inc. | | OBE | 20.63% | $ 112,000 |
| Capstone Planning & Control | F/C | WBE | 1.93% | $ 10,500 |
| Chew Specifications | | OBE | 2.07% | $ 11,250 |
| Maroko & Shwe, Inc. | M/APA | MBE/SBE EBE | 8.02% | $ 43,525 |
| Nast Enterprises | | SBE/EBE | 6.19% | $ 33,620.52 |
| ProjectLine Technical Services, Inc. | F/APA | WBE/SBE EBE | 1.34% | $ 7,251 |
| Silver Roth & Associates | | OBE | 5.03% | $ 27,300 |
| VCA Engineers, Inc. | M/APA | MBE | 5.33% | $ 28,920 |
| **Subtotal Subconsultant Participation** | | | **50.84%** | **$ 276,037** |
| Prime Participation | | | 49.16% | $266,955.92 |
| **Total Invoiced to Date** | | | | **$542,992.94** |

**Table 90A: TOS No. 7 Total Subconsultant Participation**

| Achieved | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 13.34% | 3.27% | 15.54% | 15.54% | 0.0% | 28.03% |
| **($) Amount** | $72,445 | $17,751 | $84,397 | $84,397 | $0 | $152,221 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

**Table 91: TOS No. 7**

| Pledged Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total NTPs | Amount of Total NTPs |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| AWC West | | OBE | 1.07% | $ 8,000 |
| Buro Happold Consulting Inc. | | OBE | 21.41% | $160,000 |
| Capstone Planning & Control | F/C | WBE | 1.87% | $ 14,000 |
| Chew Specifications | | OBE | 1.51% | $ 11,250 |
| Maroko & Shwe, Inc. | M/APA | MBE/SBE EBE | 8.16% | $ 61,000 |
| Nast Enterprises | | SBE EBE | 5.35% | $ 40,000 |
| ProjectLine Technical Services, Inc. | F/APA | WBE/SBE EBE | 2.67% | $ 19,920 |
| Silver Roth & Associates | | OBE | 5.35% | $ 40,000 |
| VCA Engineers, Inc. | M/APA | MBE | 6.42% | $ 48,000 |
| **Subtotal Subconsultant Participation** | | | **53.82%** | **$402,170** |
| Prime Participation | | | 46.18% | $345,028 |
| **Base Task** | | | | **$747,198** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 62,802** |
| **Total Task Budget Authority** | | | | **$810,000** |

**Table 91A: TOS No. 7 Total Subconsultant Participation**

| Pledged | MBE | WBE | SBE | EBE | DVBE | OBE |
|---|---|---|---|---|---|---|
| **(%) of Base Task** | 14.59% | 4.54% | 16.18% | 16.18% | 0% | 29.34% |
| **($) Amount** | $109,000 | $33,920 | $120,920 | $120,920 | $0 | $219,250 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***Granada Hills Pool and Bathhouse Replacement (TOS No. 32)***

As of July 30, 2019, for TOS No. 32, SMA, Inc. dba Sparano + Mooney Architecture, Inc. achieved actual participation levels of 24.84 percent MBE, 6.92 percent WBE, 1.64 percent SBE, 1.64 percent EBE, 0.0 percent DVBE, and 20.61 percent OBE. Upon approval of contract Amendment No. 1, SMA, Inc. dba Sparano + Mooney Architecture, Inc. has pledged participation levels of 22.48 percent MBE, 9.40 percent WBE, 5.50 percent SBE, 5.50 percent EBE, 0.0 percent DVBE, and 20.21 percent OBE.

As of July 30, 2019, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for SMA, Inc. dba Sparano + Mooney Architecture, Inc. was the following:

**Table 92: TOS No. 32**

| Subconsultants | Gender/ Ethnicity | Business Inclusion Category | (%) of Total Invoiced | Amount Invoiced to Date |
|---|---|---|---|---|
| Aquatic Design Group | | OBE | 15.40% | $ 73,175.50 |
| AWC West | | OBE | 1.17% | $ 5,580 |
| Capstone Planning & Control | F/C | WBE | 2.54% | $ 12,050 |
| Chew Specifications | | OBE | 1.01% | $ 4,800 |
| Maroko & Shwe, Inc. | M/APA | MBE/SBE EBE | 1.64% | $ 7,800 |

| | | | | |
|---|---|---|---|---|
| ProjectLine Technical Services, Inc. | F/APA | WBE/SBE EBE | 0.00% | $ 0 |
| Silver Roth & Associates | | OBE | 3.03% | $ 14,388 |
| VCA Engineers, Inc. | M/APA | MBE | 23.19% | $ 110,223 |
| Withers & Sandgren | F/C | WBE | 4.38% | $ 20,820 |
| **Subtotal Subconsultant Participation** | | | **52.36%** | **$248,836.70** |
| Prime Participation | | | 47.64% | $226,369.12 |
| **Total Invoiced to Date** | | | | **$475,205.82** |

| Table 92A: TOS No. 32 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Achieved** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 24.84% | 6.92% | 1.64% | 1.64% | 0% | 20.61% |
| **($) Amount** | $118,023.20 | $32,870 | $7,800 | $7,800 | $0 | $97,943.50 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

Pledged participation including Amendment No. 1:

| Table 93: TOS No. 32 | | | | |
|---|---|---|---|---|
| **Pledged Subconsultants** | **Gender/ Ethnicity** | **Business Inclusion Category** | **(%) of Total NTPs** | **Amount of Total NTPs** |
| Aquatic Design Group | | OBE | 14.78% | $ 99,500 |
| AWC West | | OBE | 1.49% | $ 10,000 |
| Capstone Planning & Control | F/C | WBE | 2.12% | $ 14,300 |
| Chew Specifications | | OBE | 0.71% | $ 4,800 |
| Maroko & Shwe, Inc. | M/APA | MBE/SBE EBE | 1.78% | $ 12,000 |
| ProjectLine Technical Services, Inc. | F/APA | WBE/SBE EBE | 3.71% | $ 25,000 |
| Silver Roth & Associates | | OBE | 3.24% | $ 21,800 |
| VCA Engineers, Inc. | M/APA | MBE | 20.70% | $139,387 |
| Withers & Sandgren | F/C | WBE | 3.56% | $ 24,000 |
| **Subtotal Subconsultant Participation** | | | **52.10%** | **$350,787** |
| Prime Participation | | | 47.90% | $322,540 |
| **Base Task** | | | | **$673,327** |
| **Reimbursables** | | | | **$ 0** |
| **Contingency** | | | | **$ 25,673** |
| **Total Task Budget Authority** | | | | **$700,000** |

| Table 93A: TOS No. 32 Total Subconsultant Participation | | | | | | |
|---|---|---|---|---|---|---|
| **Pledged** | **MBE** | **WBE** | **SBE** | **EBE** | **DVBE** | **OBE** |
| **(%) of Base Task** | 22.48% | 9.40% | 5.50% | 5.50% | 0% | 20.21% |
| **($) Amount** | $151,387 | $63,300 | $37,000 | $37,000 | $0 | $136,100 |

Note: Subconsultants may be certified in multiple certification categories; therefore, per the requirements of Executive Directive No. 14, the dollar amounts were credited toward multiple pledged participation categories.

***The S/L/A/M Collaborative, formerly known as Frank Webb Architects (C125922)***
As of July 30, 2019, S/L/A/M formerly known as Frank Webb Architects has not been issued any task orders, thus they have not utilized subconsultants.

***XTEN Architecture (C125923)***
As of July 30, 2019, XTEN Architecture has not been issued any task orders, thus they have not utilized subconsultants.

***Compliance with City Policies and with the Board of Public Works' Policy***
All consultants participating in this program are subject to compliance with the following City Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Border Wall Contracting Disclosure Ordinance; Disclosure of Contracting and Sponsorship of the National Rifle Association Ordinance; Non-Collusion; First Source Hiring Ordinance; Contractors' Use of Criminal History for Consideration of Employment Applications; Data Protection; and Discount Best Terms. FIRMS will comply with the requirements of the Business Inclusion Program. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Businesses are encouraged to locate or remain within the City to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, consultants provided the following information depicted on Table 94:

**TABLE 94: Los Angeles Residence Information**

| Consultant | Total No. of Employees | Employees Residing in L.A. | (%) of Employees Residing in L.A. |
|---|---|---|---|
| AC Martin Partners, Inc. | 73 | 33 | 45.21% |
| Arkiterv, Inc. dba Studio Pali Fekete Architects | 23 | 20 | 86.96% |
| Brooks + Scarpa Architects | 11 | 8 | 72.73% |
| Eric Owen Moss Architects | 16 | 13 | 81.25% |
| Gonzalez/Goodale Architects | 36 | 12 | 33.33% |
| Gruen Associates | 76 | 47 | 61.84% |
| Gwynne Pugh Urban Studio, Inc. | 7 | 4 | 57.14% |
| HMC Architects | 370 | 23 | 6.22% |
| IBI Group | 245 | 14 | 5.71% |
| John Friedman Alice Kimm Architects, Inc. | 20 | 16 | 80.00% |
| Lehrer Architects LA, Inc. | 11 | 11 | 100.00% |
| M. Arthur Gensler Jr. & Associates, Inc. | 6,187 | 291 | 4.70% |
| Paul Murdoch Architects | 6 | 6 | 100.00% |
| Perkins + Will, Inc. | 2,500 | 70 | 2.80% |

| | | | |
|---|---|---|---|
| Pfeiffer Partners Architects, Inc. | 46 | 12 | 26.09% |
| Rios Clementi Hale Studios | 145 | 144 | 99.31% |
| RoTo Architects, Inc. | 6 | 5 | 83.33% |
| S/L/A/M Collaborative formerly Frank R. Webb Architects, Inc. | 200 | 6 | 3.00% |
| SMA, Inc. dba Sparano + Mooney Architecture, Inc. | 8 | 2 | 25.00% |
| XTEN Architecture | 8 | 7 | 87.50% |

***Contractor Responsibility Ordinance***

All contractors participating in this program are subject to compliance with the requirements specified in the City 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 may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

***Contractor Performance Evaluation***

The quality of the work performed by FIRMS will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the L.A.A.C. and the Rules for the Evaluation of Service Contractors which require Departments to prepare performance evaluations upon completion of all service contracts over $25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of the personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA), upon completion of the contracts. The critiques are kept on file by the BCA, Special Research and Investigation Section for reference by other City Departments and agencies.

***Notice of Intent to Contract and Charter Section 1022 Determination***

The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) on July 17, 2017. In compliance with Charter Section 1022, on November 7, 2018, the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

***City Attorney Review***

The proposed Amendment has been reviewed and approved as-to-form by the City Attorney's Office.

**STATUS OF FUNDING**

The proposed amendments extend the term of each contract but do not commit the City to any expenditure. Funds will be encumbered on a project-by-project basis from various sources in the individual project or program budgets at the time the specific Task Order proposals are solicited from the FIRMS.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall to the extent of such appropriation, subject to the terms and conditions of the contract.

( NLD RMK EBO CLS DJW )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Architectural Division

Neil L. Drucker
Interim Division Manager
Phone No. (213) 847-4708

Compliance Review performed
and approved by:

Hannah Choi, Assistant Director
Bureau of Contract Administration

NLD/MN/07-2019-0121.ARC.mel

Questions regarding this
report may be referred to:
Mark Nakata, Senior Management Analyst II
Phone No. (213) 485-4385
E-mail: Mark.Nakata@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

AMENDMENT NO. 1

to

CONTRACT NO. C-124786

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

AC MARTIN PARTNERS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124786, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND AC MARTIN PARTNERS, INC.**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and AC MARTIN PARTNERS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124786 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124786 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Paul Coleman, $LEED_{AP}$ |
| | Project Director |
| Address: | AC MARTIN PARTNERS, INC. |
| | 444 South Flower Street, Suite 1200 |
| | Los Angeles, CA 90071 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124786. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**AC MARTIN PARTNERS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124802

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

ARKITERV, INC. DBA STUDIO PALI FEKETE: ARCHITECTS

**AMENDMENT NO. 1 TO CONTRACT NO. C-124802, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND ARKITERV, INC. DBA STUDIO PALI FEKETE: ARCHITECTS**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and ARKITERV, INC. DBA STUDIO PALI FEKETE: ARCHITECTS (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124802 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124802 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Zoltan Pali, FAIA<br>Design Principal & Founder |
| Address: | ARKITERV, INC. DBA STUDIO PALI FEKETE: ARCHITECTS<br>8609 Washington Boulevard<br>Culver City, CA 90232 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the

best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124802. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and

shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**ARKITERV, INC. DBA STUDIO PALI FEKETE: ARCHITECTS**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124703

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

BROOKS + SCARPA ARCHITECTS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124703, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND BROOKS + SCARPA ARCHITECTS, INC.**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and BROOKS + SCARPA ARCHITECTS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124703 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124703 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article I6 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Lawrence Scapra, FAIA |
| | Principal |
| Address: | BROOKS + SCARPA ARCHITECTS, INC. |
| | 3929 West 139th Street |
| | Hawthorne, CA 90250 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124703. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**BROOKS + SCARPA ARCHITECTS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-125148

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

ERIC OWEN MOSS ARCHITECTS, APC

**AMENDMENT NO. 1 TO CONTRACT NO. C-125148, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND ERIC OWEN MOSS ARCHITECTS, APC**

This Amendment modifies the Contract executed on January 5, 2015, between the City of Los Angeles (hereinafter referred to as "CITY") and ERIC OWEN MOSS ARCHITECTS, APC (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-125148 was awarded to CONSULTANT, the terms of which will expire on January 4, 2020; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 8 additional months, and 20 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-125148 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Eric Owen Moss, FAIA<br>Principal |
| Address: | ERIC OWEN MOSS ARCHITECTS, APC<br>8557 Higuera Street<br>Culver City, CA 90232-2535 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-125148. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on January 5, 2015 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**ERIC OWEN MOSS ARCHITECTS, APC**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124803

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

GONZALEZ/GOODALE ARCHITECTS

**AMENDMENT NO. 1 TO CONTRACT NO. C-124803, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND GONZALEZ/GOODALE ARCHITECTS**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and GONZALEZ/GOODALE ARCHITECTS (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124803 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124803 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Ali Barar, AIA |
| | Principal |
| Address: | GONZALEZ/GOODALE ARCHITECTS |
| | 135 W Green Street, Suite 200 |
| | Pasadena, CA 91105 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124803. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**GONZALEZ/GOODALE ARCHITECTS**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistaut City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124702

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

GRUEN ASSOCIATES

**AMENDMENT NO. 1 TO CONTRACT NO. C-124702, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND GRUEN ASSOCIATES**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and GRUEN ASSOCIATES (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124702 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124702 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Michael Enomoto, FAIA |
| | Managing Partner |
| Address: | GRUEN ASSOCIATES |
| | 6330 San Vicente Boulevard, Suite 200 |
| | Los Angeles, CA 90048-5441 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124702. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**GRUEN ASSOCIATES**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124700

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

GWYNNE PUGH URBAN STUDIO, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124700, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND GWYNNE PUGH URBAN STUDIO, INC.**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and GWYNNE PUGH URBAN STUDIO, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124700 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124700 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Gwynne Pugh, FAIA |
| | Principal |
| Address: | GWYNNE PUGH URBAN STUDIO, INC. |
| | 2800 28th Street, Ste. 171 |
| | Santa Monica, CA 90405 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124700. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**GWYNNE PUGH URBAN STUDIO, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124787

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

HMC ARCHITECTS

**AMENDMENT NO. 1 TO CONTRACT NO. C-124787, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND HMC ARCHITECTS**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and HMC ARCHITECTS (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124787 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124787 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Chris Taylor |
| | Managing Principal |
| Address: | HMC ARCHITECTS |
| | 633 W 5th Street Floor #3 |
| | Los Angeles, CA 90071-2005 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124787. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**HMC ARCHITECTS**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124701

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

IBI GROUP, A CALIFORNIA PARTNERSHIP FORMERLY TETRA-IBI GROUP

**AMENDMENT NO. 1 TO CONTRACT NO. C-124701, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND IBI GROUP, A CALIFORNIA PARTNERSHIP FORMERLY TETRA-IBI GROUP**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and IBI GROUP, A CALIFORNIA PARTNERSHIP FORMERLY TETRA-IBI GROUP (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124701 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124701 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to

make progress as to endanger timely performance of this Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the

provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

15.3.2 In CONSULTANT'S defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom,

as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Kirk Shimazu, AIA |
| | Associate Director |
| Address: | IBI GROUP, A CALIFORNIA PARTNERSHIP |
| | FORMERLY TETRA-IBI GROUP |
| | 315 W. 9th Street, Suite 600 |
| | Los Angeles, CA 90015 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

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

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124701. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions

performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**IBI GROUP, A CALIFORNIA PARTNERSHIP FORMERLY TETRA-IBI GROUP**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124801

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124801, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC.**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124801 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124801 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Name<br>Alice Kimm, FAIA |
| Address: | JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC.<br>821 Traction Avenue, Suite 107<br>Los Angeles, CA 90013-1843 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the

best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124801. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and

shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**JOHN FRIEDMAN ALICE KIMM ARCHITECTS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124698

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

LEHRER ARCHITECTS LA, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124698, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND LEHRER ARCHITECTS LA, INC.**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and LEHRER ARCHITECTS LA, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124698 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124698 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Michael Lehrer, FAIA<br>Principal |
| Address: | LEHRER ARCHITECTS LA, INC.<br>2140 Hyperion Avenue<br>Los Angeles, CA 90027-4708 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124698. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**LEHRER ARCHITECTS LA, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124805

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

M. ARTHUR GENSLER JR. & ASSOCIATES, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124805, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND M. ARTHUR GENSLER JR. & ASSOCIATES, INC.**

This Amendment modifies the Contract executed on October 31, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and M. ARTHUR GENSLER JR. & ASSOCIATES, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124805 was awarded to CONSULTANT, the terms of which will expire on October 30, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 10 additional months, and 25 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124805 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. I.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | John Adams, AIA, LEED AP<br>Regional Managing Principal, Managing Director |
| Address: | M. ARTHUR GENSLER JR. & ASSOCIATES, INC.<br>500 South Figueroa Street<br>Los Angeles, CA 90071 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the

best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124805. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and

shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 31, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**M. ARTHUR GENSLER JR. & ASSOCIATES, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-125922

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

THE S/L/A/M COLLABORATIVE, INC.
FORMERLY FRANK R. WEBB ARCHITECTS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-125922, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE S/L/A/M COLLABORATIVE, INC. FORMERLY FRANK R. WEBB ARCHITECTS, INC.**

This Amendment modifies the Contract executed on April 28, 2015, between the City of Los Angeles (hereinafter referred to as "CITY") and THE S/L/A/M COLLABORATIVE, INC. FORMERLY FRANK R. WEBB ARCHITECTS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-125922 was awarded to CONSULTANT, the terms of which will expire on April 27, 2020; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 4 additional months, and 28 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-125922 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

ARTICLE 6 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY**

**CITY**

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to

perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin

Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

15.3.2 In CONSULTANT'S defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation,

negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Gregory W. Coles, AIA<br>Principal |
| Address: | THE S/L/A/M COLLABORATIVE, INC.<br>FORMERLY FRANK R. WEBB ARCHITECTS, INC.<br>8607 Venice Boulevard<br>Culver City, CA 90034 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

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

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-125922. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin

remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively

"Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on April 28, 2015 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**THE S/L/A/M COLLABORATIVE, INC. FORMERLY FRANK R. WEBB ARCHITECTS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124804

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

PAUL MURDOCH ARCHITECTS, APC

**AMENDMENT NO. 1 TO CONTRACT NO. C-124804, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND PAUL MURDOCH ARCHITECTS, APC**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and PAUL MURDOCH ARCHITECTS, APC (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124804 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124804 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Paul Murdoch, AIA<br>President |
| Address: | PAUL MURDOCH ARCHITECTS, APC<br>8820 Wilshire Boulevard, Suite 330<br>Beverly Hills, CA 90211 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124804. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**PAUL MURDOCH ARCHITECTS, APC**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124699

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

PERKINS + WILL, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124699, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND PERKINS + WILL, INC.**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and PERKINS + WILL, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124699 was awarded to CONSULTANT, the terms of which will expire on September 23, 2014; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124699 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Leigh Christy, AIA<br>Associate Principal |
| Address: | PERKINS + WILL, INC.<br>617 W. Seventh Street, Suite 1200<br>Los Angeles, CA 90071 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124699. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2019 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**PERKINS + WILL, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124799

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

PFEIFFER PARTNERS ARCHITECTS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124799, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND PFEIFFER PARTNERS ARCHITECTS, INC.**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and PFEIFFER PARTNERS ARCHITECTS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124799 was awarded to CONSULTANT, the terms of which will expire on October 19, 2014; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124799 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Stephanie Kingsnorth |
| | Principal |
| Address: | PFEIFFER PARTNERS ARCHITECTS, INC. |
| | 700 S. Flower Street, Suite 1150 |
| | Los Angeles, CA 90017 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124799. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**PFEIFFER PARTNERS ARCHITECTS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124705

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

RIOS CLEMENTI HALE STUDIOS

**AMENDMENT NO. 1 TO CONTRACT NO. C-124705, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND RIOS CLEMENTI HALE STUDIOS**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and RIOS CLEMENTI HALE STUDIOS (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124705 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124705 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Robert Hale, FAIA |
| | Principal |
| Address: | RIOS CLEMENTI HALE STUDIOS |
| | 2101 West Exposition Place |
| | Los Angeles, CA 90018 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124705. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**RIOS CLEMENTI HALE STUDIOS**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124800

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

ROTO ARCHITECTS, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124800, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND ROTO ARCHITECTS, INC.**

This Amendment modifies the Contract executed on October 20, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and ROTO ARCHITECTS, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124800 was awarded to CONSULTANT, the terms of which will expire on October 19, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 11 additional months, and 5 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124800 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Michael Rotondi, FAIA<br>Principal |
| Address: | ROTO ARCHITECTS, INC.<br>600 Moulton Avenue, Suite 405<br>Los Angeles, CA 90031 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124800. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on October 20, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**ROTO ARCHITECTS, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-124704

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

SMA, INC. DBA SPARANO + MOONEY ARCHITECTURE, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-124704, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND SMA, INC. DBA SPARANO + MOONEY ARCHITECTURE, INC.**

This Amendment modifies the Contract executed on September 24, 2014, between the City of Los Angeles (hereinafter referred to as "CITY") and SMA, INC. DBA SPARANO + MOONEY ARCHITECTURE, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-124704 was awarded to CONSULTANT, the terms of which will expire on September 23, 2019; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-124704 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker<br>Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division<br>1149 S. Broadway, Suite 830<br>Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | John Sparano, AIA<br>Managing Partner |
| Address: | SMA, INC. DBA SPARANO + MOONEY ARCHITECTURE, INC.<br>642 Moulton Avenue, Studio W4<br>Los Angeles, CA 90031-3715 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the

best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-124704. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and

shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on September 24, 2014 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**SMA, INC. DBA SPARANO + MOONEY ARCHITECTURE, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

AMENDMENT NO. 1

to

CONTRACT NO. C-125923

for the

ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF LOS ANGELES

and

XTEN ARCHITECTURE, INC.

**AMENDMENT NO. 1 TO CONTRACT NO. C-125923, FOR ARCHITECTURAL AND RELATED PROFESSIONAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND XTEN ARCHITECTURE, INC.**

This Amendment modifies the Contract executed on April 28, 2015, between the City of Los Angeles (hereinafter referred to as "CITY") and XTEN ARCHITECTURE, INC. (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on December 19, 2012 for Pre-Qualified On-Call Architectural and Related Professional Services and CONSULTANT submitted a statement of qualifications in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, on June 11, 2014 Contract No. C-125923 was awarded to CONSULTANT, the terms of which will expire on April 27, 2020; and

WHEREAS, the CONSULTANT is currently providing architectural and related professional services on a pre-qualified on-call basis and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years, 4 additional months, and 28 additional days through September 23, 2024; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-125923 is hereby amended as follows:

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

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4.3 is hereby amended to read as follows:

4.3 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by 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. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR 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, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

Article 4.5 is hereby amended by adding Section 4.5.1D to read as follows:

4.5.1D. No new Task Order Solicitations or new Project Task Orders, unrelated to currently assigned Projects, will be issued by the CITY to the CONSULTANT under this CONTRACT after the CITY establishes a successor list of pre-qualified on-call (PQOC) architectural and related professional services consultant contracts.

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

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

Article 6 hereby amended in its first paragraph to read as follows:

CITY designates **Interim Division Manager Neil L. Drucker** or a **Principal Architect succeeding former Principal Architect Mahmood Karimzadeh, AIA** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

ARTICLE 7 **TERM OF CONTRACT**

Article 7 is hereby amended in its first paragraph to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire on September 23, 2024 unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

A. Termination for Convenience
CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT 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 CONSULTANT 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 this Contract. All finished and unfinished documents and materials procured for or produced under this 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 Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, 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 this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, 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 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 this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this 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 this Contract after providing CONSULTANT an opportunity to present evidence of 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 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 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 CONSULTANT.

6. In the event CITY terminates this 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 this Contract under the provisions of this section, it is determined for any reason that

CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 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 this Contract.

C. In the event that this 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 this Contract within five working days of the termination.

ARTICLE 9 **SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10 **COMPENSATION, INVOICING AND PAYMENT**

Article 10 is hereby amended to add the following paragraphs to Section 10.6 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of Amendment No. 1. Although the CITY will do everything within its ability and means to see that Amendment No. 1 is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

1. There is no guarantee that the City will execute Amendment No. 1.
2. CONSULTANT will be doing work at their own risk with the possibility that CONSULTANT will not be paid for the work should Amendment No. 1 fail to be executed.
3. There is a possibility that CONSULTANT might not get reimbursed for work performed prior to the execution of Amendment No. 1.
4. Should Amendment No. 1 be executed in a different form from the current version, any payments would be based on the executed form.

ARTICLE 11 **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA**

Article 15 is hereby amended in its title and content to read as follows:

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

15.1 Ownership of Data and License

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

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

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

15.1.7 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.

15.2 Intellectual Property Warranty

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

15.3 Intellectual Property Indemnification

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

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

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

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

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

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

ARTICLE 16 **NONDISCRIMINATION**

Article 16 is hereby amended in its title and content to read as follows:

**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. 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 CITY. In performing this Contract, CONSULTANT 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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **BUSINESS INCLUSION PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

Article 19 is hereby amended in its content to read as follows:

To the CITY:

| | |
|---|---|
| Contact Person: | Neil L. Drucker |
| | Interim Division Head |
| Address: | Bureau of Engineering, Architectural Division |
| | 1149 S. Broadway, Suite 830 |
| | Los Angeles, CA 90015 |

To CONSULTANT:

| | |
|---|---|
| Contact Person: | Monika Haefelfinger, SIA |
| | President |
| Address: | XTEN ARCHITECTURE, INC. |
| | 10315 Jefferson Boulevard |
| | Culver City, CA 90232 |

ARTICLE 20 **EXCUSABLE DELAYS**

Article 20 is hereby amended in its entirety to read as follows:

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 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 CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both 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 CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, 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 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE CONTRACT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

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

No Change

ARTICLE 26 **BONDS**

Article 26 is hereby amended in its entirety to read as follows:

All bonds required by CITY 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 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE**

Article 28 is hereby amended in its title and content to read as follows:

**LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 29 **AMERICANS WITH DISABILITIES ACT**

Article 29 is hereby amended in its title and content to read as follows:

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

A. 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;

B. 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. 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.

CONSULTANT understands that 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.

ARTICLE 30 **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

ARTICLE 31 **WAIVER**

No Change

ARTICLE 32 **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33 **PERMITS**

No Change

ARTICLE 34 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35 **DISCOUNTS**

Article 35 is hereby amended in its title and content to read as follows:

**BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S

customers for similar goods and services provided under this Contract.

ARTICLE 36 **CONTRACTOR RESPONSIBILITY ORDINANCE**

Article 36 is hereby amended in its entirety to read as follows:

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

ARTICLE 37 **BREACH**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACT BIDDER ETHICS**

Article 39 is hereby amended in its title and content to read as follows:

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'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 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 subconsultant on City of Los Angeles Contract #C-125923. 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 40 **AFFIRMATIVE ACTION PROGRAM**

Article 40 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

Article 42 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended to read as follows:

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

The Contract is hereby amended to include the following Articles:

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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" Exhibit L.

ARTICLE 45 **WORKER RETENTION ORDINANCE**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 46 **SUSPENSION**

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

ARTICLE 47 **DATA PROTECTION**

A. 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"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole

discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

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

ARTICLE 48 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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 CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 49 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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

ARTICLE 50 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

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. 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 51 **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, 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 CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at 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 52 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. 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, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONSULTANT shall immediately notify 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 54 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 55 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on April 28, 2015 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year written below.

**XTEN ARCHITECTURE, INC.**

**By:**

**Title:**
**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**
**Date:**

**By:**

**Date:**

**ATTEST:**
HOLLY L. WOLCOTT, City Clerk

**By:**
**Date:**

**APPROVED AS TO FORM:**
MICHAEL N. FEUER, City Attorney

**By:**
**Title: Assistant City Attorney**
**Date:**

Connect Create Collaborate

Salyna Cun <salyna.cun@lacity.org>

# Board of Public Works Report Authority to Execute Amendment No. 1 to the 20 Consultant Contracts

**Heleen Ramirez** <heleen.ramirez@lacity.org> Wed, Sep 11, 2019 at 1:17 PM
To: Mark Nakata <mark.nakata@lacity.org>
Cc: SALYNA CUN <SALYNA.CUN@lacity.org>, cecilia.castillo@lacity.org, Deborah Weintraub <DEBORAH.WEINTRAUB@lacity.org>, Neil Drucker <neil.drucker@lacity.org>, Charlie Maranan <charlie.maranan@lacity.org>

Thanks, Mark! -

I let Neil know we will be sure to expedite our internal review once the CAO report is released to us.

Thank you,
Heleen

Eric Garcetti

**Heleen Ramirez | Legislative Coordinator**
Office of Los Angeles Mayor Eric Garcetti
200 North Spring Street, Room 301
Los Angeles, CA 90012

On Wed, Sep 11, 2019 at 12:58 PM Mark Nakata <mark.nakata@lacity.org> wrote:

> Bureau of Engineering's Neil Drucker asked me to follow up with you regarding the Board of Public Works Report Requesting Authority to Execute Amendment No. 1 to the 20 Consultant Contracts for the Pre-Qualified On-Call (PQOC) Architectural and Related Professional Services for the Public Buildings and Open Spaces Program. Attached is an electronic copy of the Board Report that appeared on the Wednesday, September 11, 2019 Board of Public Works Agenda. This morning the Board of Public Works adopted the report forthwith and will be formally transmitting it to the Mayor's Office. In anticipation of the Board of Public Works adopting the report, we reached out to the CAO's Salyna Cun to request the CAO start preparing a contract report per Mayor's Executive No. 3.
>
> Because several of these consultant contracts will expire starting on September 23, 2019, including those involving crisis bridge housing projects, Neil Drucker wanted to emphasize the importance of working with the Mayor's Office and City Council in expediting the approval of the contract amendments. If you have any questions, please contact Neil Drucker at (213) 847-4708 or me at your earliest convenience.
>
> --
>
> Mark Nakata
> Architectural Division | Senior Management Analyst II
> Bureau of Engineering | Department of Public Works
> 1149 S. Broadway, Suite 830
> Los Angeles, CA 90015
> Mail Stop 507
> O: 213 485 4385
> Mark.Nakata@Lacity.org
> ENGINEERING
> CITY OF LOS ANGELES instagram.com/LABureauEngineering/
> ***Proud to be Named 2018 WTS-LA Employee of the Year***