

0150-11314-0001

TRANSMITTAL

TO The Council	DATE 03/24/2025	COUNCIL FILE NO. 19-1356
FROM The Mayor	COUNCIL DISTRICT Citywide	

Request for authority to execute contract amendments with eight on-call contractors to provide historic preservation studies, surveys, and related services.

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



MAYOR

(Carolyn Webb de Macias for)

MWS:KHO:02250095T

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

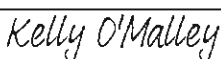
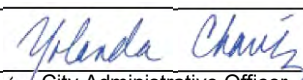
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 03-11-25	C.D. No. Citywide	CAO File No.: 0150-11314-0001
Contracting Department/Bureau: Department of City Planning		Contact: Elissa Park (213) 978-1256	
Reference: Department of City Planning transmittal dated February 28, 2025. Received by the City Administrative Officer on February 28, 2025. Additional information received through March 3, 2025.			
Purpose of Contract: To provide historic preservation studies, surveys, and related services.			
Type of Contract: () New contract (X) Amendment, See Attachment A		Contract Term Dates: 1/2/2020 through 1/1/2028 (Amendment adds 36 months for a total contract term of eight years)	
Contract/Amendment Amount: Not to exceed \$3.2 million			
Proposed amount \$1.38 million + Prior award(s) \$1.82 million = Total \$3.2 million			
Source of funds: General Fund (100), Planning Case Processing Fund (52D), Certified Local Government Grant, Regional Early Action Planning Grant, Getty Conservation Institute Grant			
Name of Contractor: See Attachment A			
Address: See Attachment A			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: See Attachment A			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor, authorize the Director of Planning or designee to:

1. Execute first contract amendments to extend the term by 36 months from January 2, 2025 through January 1, 2028 and increase the maximum compensation amount by \$1.82 million from \$1.38 million to \$3.2 million with seven consultants: ASM Affiliates, Inc., Chattel, Inc., Environmental Science Associates, Galvin Preservation Associates, Inc., Historic Resources Group, Page & Turnbull, and Rincon Consultants, Inc. to provide on-call historic preservation studies, surveys, and related services, in substantial conformance with the proposed contract amendments (Attachment B) as approved by the City Attorney; and
2. Execute a second contract amendment to extend the by 36 months from January 2, 2025 through January 1, 2028 and increase the maximum compensation amount by \$1.82 million from \$1.38 million to \$3.2 million with Architectural Resources Group, Inc. to provide on-call historic preservation studies, surveys, and related services, in substantial conformance with the proposed contract amendment (Attachment B) as approved by the City Attorney.

 KHO Analyst 0150-11314-0001	 for City Administrative Officer
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SUMMARY

The Department of City Planning (DCP) requests authority to execute contract amendments with eight pre-qualified contractors (Contractors) to continue on-call historic preservations studies, surveys, and related services for an additional 36 months through January 1, 2028, increase the maximum compensation amount by \$1.82 million from \$1.38 million to \$3.2 million, and incorporate the updated Standard Provisions for City Contracts (Rev. 1/25) [v.2]. All proposed contract amendments are first amendments except for Architectural Resources Group, Inc. which is a second amendment. The first amendment to the contract with Architectural Resources Group, Inc. was executed in November 2023 and added Regional Early Action Planning (REAP) grant provisions.

The eight contracts were executed based on a 2017 Request for Qualifications (RFQ) released by the DCP. The purpose of the RFQ was to establish a list of on-call consultants to conduct historic resources surveys, Historic Preservation Overlay Zone plan preparation and project review, data management for HistoricPlaces LA, application completion for the Mills Acts Historical Property Program, and services related to City, State, and/or federal historic designations processes.

The DCP has establish a selection process that begins with specifying the scope, funding source, and evaluation criteria for the proposed work. Contractors on the on-call list will receive solicitations to submit proposals for specific work. City staff will evaluate the proposals and select a Contractor. The DCP will issue a Notice to Proceed (NTP) based on the selected proposal with a maximum not-to-exceed amount.

The original contracts include a cumulative \$1.38 million not-to-exceed amount for all NTPs based on the DCP 2019-20 budget and receipt of additional grant awards. This on-call bench list supports several projects including the Los Angeles African American Historic Places and Augmented Reality Pilot Public Engagement Program, First Peoples Historic Context Statement, Mills Act Historical Property Contract Program, and HistoricPlacesLA Revealed Reimagining Historic Makers for the 21st Century. The total NTPs issued to date is \$1,352,251. This Office recommends to increase the not-to-exceed amount by \$1.82 million from \$1.38 million to \$3.2 million based on the total NTPs issued to date, fiscal year 2024-25 contract budget, various potential grant funding, and projected use for Council-directed work over the 36 month term extension.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees do have the expertise to perform the proposed work. However, this Office determined that it is more feasible to contract the proposed work because the services exceed available staffing and are of limited duration. Further, additional staff cannot be deployed or trained in a timely manner to perform this work. The proposed contract amendments do not change or add to the original scope of work.

Pursuant to Administrative Code Section 10.5(b)(2), Council approval is required for the proposed contract amendments because the same parties are involved with no new competitive process, the cumulative period is longer than three years, and the estimated annual payments will exceed \$193,901. The total term for the proposed contract amendments is eight years from January 2, 2020 through January 1, 2028.

FISCAL IMPACT STATEMENT

Funding for these contracts will be provided by existing budget appropriations for this purpose. In addition, the contracts include a funding clause limiting the City's obligation to make any payments unless the City shall have first made an appropriation of funds. There is no additional General Fund impact.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies as expenditures will be limited to the use of funds budgeted for this purpose.

MWS:KHO:02250095

Attachments

List of On-Call Contracts for Historic Preservation Studies, Surveys, and Related Services

Contract Number	Name of Contractor	Address	Workforce that resides in the City (%)	Contract Start Date	Proposed Contract End Date
C-134794	Architectural Resources Group, Inc.	Pier 9 The Embarcadero, Ste. 107 San Francisco, CA 94111	18%	1/2/2020	1/1/2028
C-134796	ASM Affiliates, Inc.	2034 Corte Del Nogal Carlsbad, CA 92011	14%	1/2/2020	1/1/2028
C-134797	Chattel, Inc.	13417 Ventura Blvd. Los Angeles, CA 91423	70%	1/2/2020	1/1/2028
C-134798	Environmental Science Associates	633 West 5th Street, Suite 830 Los Angeles, CA 90071	13%	1/2/2020	1/1/2028
C-134799	Galvin Preservation Associates, Inc.	231 California Street El Segundo, CA 90245	27%	1/2/2020	1/1/2028
C-134800	Historic Resources Group	12 S Fair Oaks Ave. Suite 200 Pasadena, CA 91105	45%	1/2/2020	1/1/2028
C-134801	Page & Turnbull	170 Maiden Lane 5th Floor San Francisco, CA 94108	17%	1/2/2020	1/1/2028
C-134795	Rincon Consultants, Inc.	250 East 1st Street Suite 1400 Los Angeles, CA 90012	3%	1/2/2020	1/1/2028

DEPARTMENT OF
CITY PLANNING
COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

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PRESIDENT

MICHAEL R. NEWHOUSE
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ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

February 28, 2025

The Honorable Karen Bass
Mayor of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Legislative Coordinator

**EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE CONTRACT
AMENDMENT TO ON-CALL CONTRACTS FOR HISTORIC PRESERVATION STUDIES,
SURVEYS, AND RELATED SERVICES**

Transmitted for your review, approval and further processing, in accordance with the provisions of Executive Directive No. 3, is a proposed amendment to the agreements between the Department of City Planning (DCP) and the following contractors:

- Architectural Resources Group, Inc. (C-134794)
- ASM Affiliates, Inc. (C-134796)
- Chattel, Inc. (C-134797)
- Environmental Science Associates (C-134798)
- Galvin Preservation Associates, Inc. (C-134799)
- Historic Resources Group (C-134800)
- Page & Turnbull (C-134801)
- Rincon Consultants, Inc. (C-134795)

The amendment will extend the term of the contracts for an additional 36 months and raise the aggregate bench list contract ceiling from \$1,380,000 to \$3,200,000 to accommodate upcoming projects. This is the first amendment for the above-listed contractors, except for Architectural Resources Group, Inc. Please note that this will be the second amendment for Architectural Resources Group, Inc. A first amendment was issued to include REAP 1.0 (Regional Early Action Planning) Grant pass-through provisions only.

DISCUSSION

On September 28, 2017, DCP published on the RAMPLA (Regional Alliance Marketplace for Procurement) website a Letter of Availability and a Request for Qualifications (RFQ) for Historic Preservation Studies, Surveys, and Related Services to develop a pre-qualified list of on-call historic preservation consultants. A mandatory pre-proposal conference was held on October 12, 2017, to review the City's compliance requirements, review the project's Scope of Work (SOW), and answer questions. A total of 29 interested parties attended the pre-proposal conference.

A total of 11 firms submitted a Statement of Qualifications (SOQ) by the due date of December 13, 2017. The SOQs were evaluated based on the timely submission of all required City documents, the evaluation criteria established in the RFQ, and the anticipated needs of the DCP. Eight (8) firms qualified for all tasks as outlined in the SOW.

The contractors listed below have active projects on their current contracts:

Architectural Resources Group, Inc.

The contractor is currently working on The Los Angeles African American Historic Places and Historic Places, Quick Response (QR) and Augmented Reality (AR) Pilot Public Engagement Program. To date, the total obligation under this contract is \$250,790.

ASM Affiliates, Inc.

The contractor is currently working on the completion of City of Los Angeles First Peoples Historic Context Statement. To date, the total obligation under this contract is \$65,000.

GPA Consulting

The contractor is currently working on the Mills Act Historical Property Contract Program; Inspections of Existing Contracts. To date, the total obligation under this contract is \$326,496.84.

Historic Resources Group

The contractor is currently working on the Mills Act Historical Property Contract Program; Inspections of Existing Contracts. To date, the total obligation under this contract is \$140,000.

Page & Turnbull, Inc.

The contractor is currently working on HistoricPlacesLA Revealed Reimagining Historic Markers for the 21st Century. To date, the total obligation under this contract is \$500,000.

In addition to the aforementioned active projects, DCP has a number of upcoming projects that will use this list of on-call historic preservation consultants in the current fiscal year such as a REAP 2.0 Grant funded objective design standards for infill housing in historic districts, Getty Grant funded efforts for an African American Historic Context Statement expansion and Cultural Preservation Strategies, as well as an Armenian American Historic Context Statement funded by Council District 2 (CF [24-1089](#)).

FISCAL IMPACT

Additional funding is not being requested for anticipated work under these contracts. Funding will be provided using grant funds and DCP's existing contractual services funds.

RECOMMENDATION

That the Mayor authorize the Director of Planning, or designee, to execute this amendment with the aforementioned eight (8) on-call contracts for historic preservation consultants for Historic Preservation Studies, Surveys, and Related Services for an additional 36 months, subject to the approval of the City Attorney as to form.

For additional information, please contact Elissa Park at (213) 978-1256, or elissa.park@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning

Ana Lynn Rocio

ANA LYNN ROCIO
Chief Management Analyst

Attachments: Proposed Contract (standard templates)

cc: Kelly O'Malley, Office of the City Administrative Officer
Andrew Said, Office of the City Attorney

CONTRACT NUMBER C-134794

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING**

AND

ARCHITECTURAL RESOURCES GROUP, INC.

FOR

HISTORIC PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES

TABLE OF CONTENTS

RECITALS	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	5
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK.....	5
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	7
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	9
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	11
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT.....	11
SECTION 8 — ASSIGNED PERSONNEL	13
SECTION 9 — AUTHORIZED REPRESENTATIVES	14
SECTION 10 — NOTICES	14
SECTION 11 — MISCELLANEOUS	15

This Second Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through its Department of City Planning ("LACP" or "Department") and Architectural Resources Group, Inc. ("Consultant" or "Contractor"), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has represented that it has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract; and
6. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
7. Section 2 "Time of Performance" is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
8. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

9. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.11 Incorporation of Attachments are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation.

Consultant means Architectural Resources Group, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

Designee means a LACP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

LACP means the City of Los Angeles Department of City Planning.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

REAP means Regional Early Action Program.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by LACP on September 28, 2017.

SCAG means Southern California Association of Governments.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25) [v.2], attached to this document as **Attachment I**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services as identified in the letter from the Director to Consultant dated October 15, 2018, (the "Award Letter") and in compliance with the "Regional Early Action Planning Grant ("REAP") Pass-Through Contract Provisions" (Attachment II), which are incorporated by reference and made part of this contract. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local

Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation ("DPR") forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner's representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to LACP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 LACP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

LACP shall review the RFB/TOS proposals and select a qualified consultant that LACP, in LACP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 LACP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify LACP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event LACP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Consultant in writing a letter outlining any changes, deletions, or additions that includes the following information:
 - The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of LACP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Consultant, in no way lessens the liability of Consultant to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Consultant without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when

preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.

- 8.3** The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by any subconsultants under this Contract.
- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Katie Horak** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Architectural Resources Group, Inc.
360 E. 2nd St., Suite 225
Los Angeles, CA 90012
Attention: Katie Horak

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Attachment 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the

County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Attachments

The following Attachments are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Attachments have been expressly deleted or superseded by other Sections of this Contract.

- | | |
|----------------|--|
| Attachment I: | Standard Provisions for City Personal Services Contracts (Rev. 1/25) [v.2] |
| Attachment II: | Regional Early Action Planning Grant ("REAP") Pass-Through Contract Provisions |

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by Regional Early Action Planning Grant ("REAP") Pass-Through Contract Provisions,

followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of Planning

Date: _____

ARCHITECTURAL RESOURCES
GROUP, INC.
Consultant

By: _____
KATIE HORAK
Title: Vice President

Date: _____

ARCHITECTURAL RESOURCES
GROUP, INC.
Consultant

By: _____
Lisa Yergovich
Title: Secretary

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0002342387

Contract Number: 134794

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134797

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND CHATTEL INC. FOR HISTORIC
PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Chattel Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract; and
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and

9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Chattel Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
 - The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Robert Jay Chattel** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Chattel Inc.
13417 Ventura Blvd.
Los Angeles, CA 91423
Attention: Robert Jay Chattel

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by

this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications,

bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

CHATTEL INC.
Contractor

By: _____
VINCENT P. BERTONI, AICP
Director of Planning

Date: _____

By: _____
ROBERT JAY CHATTEL
Title: Chief Executive Officer

Date: _____

CHATTEL INC.
Contractor

By: _____
ROBERT JAY CHATTEL
Title: Director

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0000146249

Contract Number: 134797

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134796

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND ASM AFFILIATES, INC. FOR HISTORIC
PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and ASM Affiliates, Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means ASM Affiliates, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
 - The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Brian Williams** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: ASM Affiliates, Inc.
20 N. Raymond Ave., Suite 220
Pasadena, CA 91103
Attention: Brian Williams

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains

responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services

contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

ASM AFFILIATES, INC.
Contractor

By: _____
BRIAN WILLIAMS
Title: Chief Executive Officer

Date: _____

ASM AFFILIATES, INC.
Contractor

By: _____
DAVID MAYES
Title: Chief Financial Officer

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0002629709

Contract Number: 134796

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134798

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND ENVIRONMENTAL SCIENCE
ASSOCIATES FOR HISTORIC PRESERVATION STUDIES, SURVEYS, AND
RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Environmental Science Associates (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Environmental Science Associates “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints Ruta Thomas its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Environmental Science Associates
626 Wilshire Blvd., Suite 1100
Los Angeles, CA 90017
Attention: Ruta Thomas

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains

responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services

contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

ENVIRONMENTAL SCIENCE
ASSOCIATES
Contractor

By: _____
RUTA THOMAS
Title: Regional Director

Date: _____

ENVIRONMENTAL SCIENCE
ASSOCIATES
Contractor

By: _____
ALBERT CUISINOT
Title: Chief Financial Officer

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0000599409

Contract Number: 134798

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134799

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND GALVIN PRESERVATION ASSOCIATES
INC. FOR HISTORIC PRESERVATION STUDIES, SURVEYS, AND RELATED
SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Galvin Preservation Associates Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Galvin Preservation Associates Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Andrea Galvin** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Galvin Preservation Associates Inc.
201 Nevada St., Suite B
El Segundo, CA 90245
Attention: Andrea Galvin

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

GALVIN PRESERVATION
ASSOCIATES INC.
Contractor

By: _____
ANDREA GALVIN
Title: President

Date: _____

GALVIN PRESERVATION
ASSOCIATES INC.
Contractor

By: _____
RICHARD GALVIN
Title: Vice President

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0002166437

Contract Number: 134799

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134800

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND HISTORIC RESOURCES GROUP FOR
HISTORIC PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Historic Resources Group (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Historic Resources Group “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

The term of this Contract commences upon Execution and will terminate sixty (60) months thereafter, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Andrea Humberger** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Historic Resources Group
12 S. Fair Oaks Ave., Suite 200
Pasadena, CA 91105
Attention: Andrea Humberger

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

HISTORIC RESOURCES GROUP
Contractor

By: _____
ANDREA HUMBERGER
Title: Business Operations
Principal

Date: _____

HISTORIC RESOURCES GROUP
Contractor

By: _____
CHRISTINE LAZZARETTO
Title: Managing Principal

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0000474938

Contract Number: 134800

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134801

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND PAGE & TURNBULL, INC. FOR HISTORIC
PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Page & Turnbull, Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Page & Turnbull, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

The term of this Contract commences upon Execution and will terminate sixty (60) months thereafter, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **John D. Lesak** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Page & Turnbull, Inc.
417 S. Hill St., Suite 211
Los Angeles, CA 90013
Attention: John D. Lesak

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Exhibit 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

PAGE & TURNBULL, INC.
Contractor

By: _____
JOHN D. LESAK
Title: Vice President

Date: _____

PAGE & TURNBULL, INC.
Contractor

By: _____
CAROLYN KIERNAT
Title: Secretary

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0002256287

Contract Number: 134801

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CONTRACT NUMBER C-134795

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND RINCON CONSULTANTS, INC. FOR
HISTORIC PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1 — DEFINITIONS	3
SECTION 2 — TIME OF PERFORMANCE.....	4
SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK	4
SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED	6
SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP	8
SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT	10
SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT	10
SECTION 8 — ASSIGNED PERSONNEL	12
SECTION 9 — AUTHORIZED REPRESENTATIVES	13
SECTION 10 — NOTICES	13
SECTION 11 — MISCELLANEOUS	14

This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and Rincon Consultants, Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
4. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
6. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.
7. The term of the above named contract expired on January 1, 2025 and an additional 36 months is needed to continue the tasks specified in the contract; and
8. Section 2 Time of Performance is deleted in its entirety and replaced by the following:

The term of this contract shall be effective January 2, 2020 and terminate on January 1, 2028; and
9. WHEREAS, Section 7.1 of the contract titled "Compensation" is hereby modified by adding the following:

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

10. SECTION 11.1 Standard Provisions for City Contracts and SECTION 11.9 Incorporation of Exhibits are hereby modified by replacing “Exhibit I Standard Provisions for City Contracts) Rev. 10/17) [v. 3],” with Standard Provisions for City Contracts (Rev. 1/25) [v.2]”; and

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means Rincon Consultants, Inc. “Consultant” is synonymous with “Contractor” for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning.

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director’s behalf.

Director means the City of Los Angeles Director of Planning.

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System.

HPLA means HistoricPlaces LA.

HPOZ means Historic Preservation Overlay Zones.

NTP means Notice to Proceed (letter form via email).

OHR means Office of Historic Resources.

Proposal means Consultant’s historic preservation consulting services proposal in response to the RFQ.

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017.

Standard Provisions for City Contracts means the Standard Provisions for City Contracts (Rev. 1/25)[v.2], attached to this document as **Exhibit 1**.

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract.

SECTION 2 — TIME OF PERFORMANCE

This Agreement will commence on January 2, 2020, and terminate on January 1, 2028, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 — PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal in response to the RFQ.

3.2 Scope of Work

Consultant shall provide historic preservation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 Services and Deliverables to Be Provided By Consultant

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, the services Consultant may be required to provide, pursuant to a properly issued NTP letter, shall include:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no Department of Parks and Recreation (“DPR”) forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner’s representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 — REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS or specify a different cost structure, such as hourly rate.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract and a duly authorized NTP. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.
- 4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

- 5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:
 - The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
 - The proposed change to the Schedule of Tasks, if any; and
 - Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 — PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

6.1 Performance

- 6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.
- 6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws that occur this Agreement is in effect.
- 6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

- 6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

The contract bench list aggregate not-to-exceed expenditure limit for Notice-to-Proceeds (NTP) and subsequent Change Orders issued from this on-call bench list shall not exceed \$3.2 million.

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall transmit deliverables and invoices to the City upon 100% completion of task(s) and/or deliverable(s) as described in this Contract and in the NTP letter. City shall pay the Consultant for the task(s) and/or deliverable(s) that are 100% completed in accordance with the NTP and this Contract, approved by City, and properly invoiced. This amount shall include payment for all services performed, charges, and expenses, including subconsultant costs and correction. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product; however, in no event shall City be responsible for any late fees, late charges, interest, or penalties.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to

this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

- 7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Consultant waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials even if the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 — ASSIGNED PERSONNEL

- 8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.
- 8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so may lead to removal from the City's pre-qualified list.
- 8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork,

reports and other services furnished by any subconsultants under this Contract.

- 8.4** The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.
- 8.5** Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Deanna Hansen** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 — NOTICES

10.1 Addresses

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

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: Rincon Consultants, Inc.
180 N. Ashwood
Ventura, CA 93003
Attention: Deanna Hansen

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Consultant shall comply with the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which are attached as Attachment 1 and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received in accordance with Section 10.2 above.

11.5 Compliance with Statutes and Regulations

Consultant, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Consultant shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.6 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains

responsible for complete and satisfactory performance of the terms of this Contract.

11.7 Confidentiality and Security

The protection of personal privacy and data shall be an integral part of the business activities of Consultant, and Consultant will use commercially reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- 11.7.1 The Consultant shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure or theft of City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Consultant applies to its own personal data and non-public data of similar kind.
- 11.7.2 Whenever and wherever applicable, Consultant shall apply and support industry standards for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 11.7.3 At no time shall any Content or City processes be copied, disclosed or retained by Consultant or any party related to Consultant for subsequent use in any transaction that does not include the City.
- 11.7.4 Consultant shall secure and protect the entire System, from hacking, viruses, ransomware, and denial of service and related attacks, using industry best practices. City Data uploaded to the System or otherwise held by Con must be encrypted, secured, and protected.

11.8 Ratification Clause

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

11.9 Consultant Evaluation Program

The City may conduct evaluations of the Consultant's performance at any time during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Consultant assigns to the contract. The City may use evaluations and any response to the evaluation from the Consultant to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services

contracts.

11.10 Signatures

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

11.11 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I: Standard Provisions for City Personal Services
Contracts (Rev. 1/25) [v.2]

11.12 Ambiguity

Consultant and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

11.13 Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

11.14 Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this contract.

By: _____
VINCENT P. BERTONI, AICP
Director of City Planning

Date: _____

RINCON CONSULTANTS, INC.
Contractor

By: _____
DEANNA HANSEN
Title: Vice President/Principal

Date: _____

RINCON CONSULTANTS, INC.
Contractor

By: _____
LACRISSA DAVIS
Title: Chief Financial Officer

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
ANDREW SAID
Deputy City Attorney

Date: _____

Attest:

PETTY F. SANTOS,
Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate: 0000907917

Contract Number: 134795

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** 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.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** 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. **CONTRACTOR** 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 PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** 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 **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** 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. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'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 **CONTRACTOR**.
- 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 **CONTRACTOR** 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 **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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.

PSC-17. Bonds

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.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (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 **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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 **CONTRACTOR** 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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** 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. **CONTRACTOR** 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. 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, **CONTRACTOR** 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**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Appendix II**Required Insurance and Minimum Limits**Name: Request For QuoteDate: 9/7/2017Agreement/Reference: On-Call Consultant Bench List - Historical Preservation Projects

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

Limits**✓ Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**✓ General Liability** _____ **1,000,000**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____ **1,000,000****Professional Liability** (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____**Crime Insurance** _____**Other:** Provided to: Natalie Pham, Planning Department

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.