


0150-12102-0000

**TRANSMITTAL**

TO The Council	DATE 06/15/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Amendment No. 1 to 24 Pre-Qualified On-Call Contracts for Wastewater and  
Environmental Engineering Consulting Services.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act.  
Otherwise, the contract amendments will be deemed approved pursuant to Charter Section 606.  
See the City Administrative Officer report attached.

  
MAYOR  
(Andre Herndon for)

MWS:SMC:06220136t


**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: 06-14-22	C.D. No. All	CAO File No.: 0150-12102-0000
Contracting Department/Bureau: Bureau of Engineering		Contact: Ethan Wong, (213) 761-6529	
Reference: Transmittal from the Board of Public Works dated May 20, 2022; referred for report on May 26, 2022			
Purpose of Contract: To provide wastewater and environmental engineering consulting services on an as-needed basis			
Type of Contract: ( ) New contract (X) Amendment, Contract No. (See report)		Contract Term Dates: 10 years, from July 12, 2017 to July 11, 2027	
Contract/Amendment Amount: TBD			
Proposed amount \$ TBD + Prior award(s) \$ 90,208,289 = Total \$ TBD			
Source of funds: Funding will come from various sources depending on the project			
Name of Contractor: See report			
Address: See report			
	Yes	No	N/A
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: %			
Contractor has complied with:	Yes	No	N/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		

**RECOMMENDATION**

That the Council authorize the Board of Public Works, on behalf of the Bureau of Engineering, to execute the proposed First Amendment to the following 24 contracts for wastewater and environmental engineering consulting services on an as-needed basis for an additional five years, from July 12, 2022 through July 11, 2027, for a total of 10 years, subject to the approval of the City Attorney as to form and compliance with the City's contracting requirements.

Consultant	Address	Contract No.
AECOM Technical Services, Inc.	300 S. Grand St, LA, CA 90071	C-129645
Arcadis U.S., Inc.	888 W. 6th St., Third Fl., LA, CA 90071	C-129642
ARUP North America, Ltd.	12777 W. Jefferson Blvd. #200, LA, CA 90066	C-129644
Atkins North America, Inc.	770 The City Drive South, Ste. 5000, Orange, CA 92868	C-129643
Black & Veatch Corporation	800 Wilshire Blvd., Ste. 200, Playa del Rey, CA 90293	C-129641
Brown and Caldwell	1000 Wilshire Blvd., Ste. 1690, LA, CA 90017	C-129647
Carollo Engineers, Inc.	707 Wilshire Blvd., Ste. 3920, LA, CA 90017	C-129648
CDM Smith, Inc.	600 Wilshire Blvd., Ste. 750, LA, CA 90017	C-129651
CH2M Hill Engineers, Inc.	1000 Wilshire Blvd., Ste. 2100, LA, CA 90017	C-129653
DR Consultants & Designers, Inc.	915 Wilshire Blvd., Ste. 1725, LA, CA 90017	C-129655
Geosyntec Consultants, Inc.	448 S. Hill St., Ste. 1008, LA, CA 90013	C-129657
Hatch Associates Consultants, Inc.	601 S. Figueroa St., Ste 4575, LA, CA 90017	C-129649

<b>Salyna Cun</b> SMC Analyst 06220136	 for City Administrative Officer
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Hazen & Sawyer	1149 S. Hill St., Ste. 450, LA, CA 90016	C-129652
HDR Engineering, Inc.	3230 El Camino Real, Ste. 200, LA, CA 92602	C-129650
Kennedy/Jenks Consultants	300 N. Lake Ave., Ste. 1020, Pasadena, CA 91101	C-129654
Lee & Ro, Inc.	1199 S. Fullerton Rd., City of Industry, CA 91748	C-129658
MARRS Services, Inc.	328 E. Commonwealth Ave., Fullerton, CA 92832	C-129659
McMillen Jacobs Associates, Inc.	234 E. Colorado Blvd., Ste. 400, Pasadena, CA 91101	C-129656
Stantec Consulting Services, Inc.	300 N. Lake Ave., Ste. 400, Pasadena, CA 91101	C-129661
Parsons Environmental & Infrastructure Group, Inc.	100 West Walnut St., Pasadena, CA 91124	C-129662
Psomas & Associates	555 S. Flower St., Ste. 4400, LA, CA 90071	C-129663
Tetra Tech, Inc.	350 S. Grand Ave., Ste. 3310, LA, CA 90071	C-129660
Woodard & Curran, Inc.	888 S. Figueroa, Ste. 1700, LA, CA 90017	C-129664
WSP Parsons Brinckerhoff USA, Inc.	444 s. Flower St., Ste. 800, LA, CA 90071	C-129665

## SUMMARY

In accordance with Executive Directive 3, the Board of Public Works, on behalf of the Bureau of Engineering (Bureau) requests authority to execute the First Amendment to 24 contracts with the firms that are on the pre-qualified on-call (PQOC) list for as-needed wastewater and environmental engineering consulting services for an additional five years, from July 12, 2022 through July 11, 2027, for a total of 10 years. The current contracts will expire on July 11, 2022. The Bureau did not establish a new on-call list prior to the expiration date of the contracts because of the pandemic and the uncertainty of funding for capital projects. The extension will provide sufficient time for the consultants to complete the existing task orders and for the Bureau to issue new task orders. In accordance with the Los Angeles Administrative Code Section 10.5(a) pertaining to construction related contracts, Council approval is required to execute the proposed Amendments as the term of the contracts exceeds five years.

In accordance with Charter Section 1022, on April 8, 2021, the Personnel Department reported that its previous determination is still valid since there was no changes made to the labor portion. Subsequently, on June 22, 2021, this Office found that the work proposed to be contracted can be performed more feasibly by a contractor than by City employees due to insufficient existing staff to perform the work and the intermittent nature of the proposed work, which would make it unlikely that the City would be able to continue the employment of persons hired for the proposed work.

The proposed Amendments will not change the scope of services to be performed, which includes, but is not limited to, program management, planning, design, and construction management for wastewater, stormwater, environmental treatment, and other projects. The proposed Amendments will extend the contract term limit by five additional years, for a total 10 years, and incorporate updated standard contracting provisions.

Typically, the Bureau will issue a Task Order Solicitation (TOS) to all firms on the PQOC list and will award a task order to the consultant that provides the best overall value to the City. In certain circumstances, the Bureau could sole source a task order to a consultant from the PQOC list upon approval from the City Engineer and the Board of Public Works. To date, the Bureau has issued 37 task orders, for a total cost of \$90,208,289, to 16 consultants on the PQOC list. Twenty-five task orders are still active and will not be completed before the expiration date of the contracts.

## **FISCAL IMPACT STATEMENT**

There is no additional General Fund impact as funding will be provided on a project by project basis from various funds, including the General Fund, subject to the availability of funds.

## **FINANCIAL POLICIES STATEMENT**

The recommendation in this report complies with the City's Financial Policies as project funding will be used to support project expenditures.

*MWS:SMC:06220136*

Attachments

BOARD OF PUBLIC WORKS  
MEMBERS

AURA GARCIA  
PRESIDENT

M. TERESA VILLEGAS  
VICE PRESIDENT

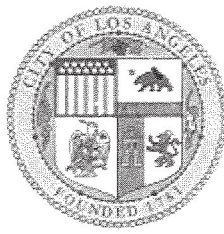
DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

VAHID KHORS  
COMMISSIONER

SUSANA REYES  
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

May 20, 2022

**BPW-2022-0337**

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

**CONTRACT AMENDMENT NO. 1 - 24 PRE-QUALIFIED ON-CALL CONSULTANTS  
- WASTEWATER AND ENVIRONMENTAL ENGINEERING PERSONAL SERVICES  
CONTRACT**

As recommended in the accompanying report from the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, as amended, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE Amendment No. 1 to the contracts between the City of Los Angeles and the 24 firms listed below to increase the total contract term from five years to ten years. The 24 Pre-Qualified On-Call Wastewater and Environmental Engineering Services Consultants are:

AECOM Technical Services, Inc.  
Arcadis U.S., Inc.  
ARUP North America, Ltd.  
Atkins North America, Inc.  
Black & Veatch Corporation  
Brown and Caldwell  
Carollo Engineers, Inc.  
CDM Smith, Inc.  
CH2M Hill Engineers, Inc.  
D R Consultants & Designers, Inc.  
Geosyntec Consultants, Inc.  
Hatch Associates Consultants, Inc.  
Hazen & Sawyer  
HDR Engineering, Inc.  
Kennedy/Jenks Consultants  
Lee & Ro, Inc.  
MARRS Services, Inc.  
McMillen Jacobs Associates, Inc.  
Stantec Consulting Services, Inc.



Parsons Environmental & Infrastructure Group, Inc.  
Psomas & Associates  
Tetra Tech, Inc.  
Woodard & Curran, Inc.  
WSP USA, Inc.

2. AUTHORIZE the President or two members of the Board to execute Amendment No. 1. to each of the contracts.

Fiscal Impact:

The PQOC Wastewater and Environmental Engineering Services contract is used for as-needed services and therefore the proposed contract amendment does not have any financial impact on the City. The BOE will ensure that adequate funds are available to cover the costs for work on a specific project prior to requesting proposals from the firms.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Campos", written over a circular stamp or seal.

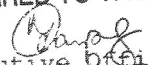
DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:ch

Department of Public Works

Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

May 20, 2022  
CD Nos. All

**\*Amended\***  
ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
MAY 20 2022  
AND REFERRED TO THE CITY COUNCIL  
  
Executive Officer  
Board of Public Works

**EXECUTE CONTRACT AMENDMENT NO. 1 WITH THE CURRENT 24 PRE-QUALIFIED ON-CALL CONSULTANTS FOR THE WASTEWATER AND ENVIRONMENTAL ENGINEERING PERSONAL SERVICES CONTRACT**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. APPROVE and FORWARD this report with transmittals to the Mayor and City Council requesting the following:

- a. APPROVE Amendment No. 1 to the contracts between the City of Los Angeles (City) and the 24 firms listed below to increase the total contract term from five years to ten years. The 24 Pre-Qualified On-Call (PQOC) Wastewater and Environmental Engineering Services Consultants are:

AECOM Technical Services, Inc. (AECOM)  
Arcadis U.S., Inc. (Arcadis)  
ARUP North America, Ltd.  
Atkins North America, Inc.  
Black & Veatch Corporation  
Brown and Caldwell  
Carollo Engineers, Inc. (Carollo)  
CDM Smith, Inc. (CDM)  
CH2M Hill Engineers, Inc.  
D R Consultants & Designers, Inc. (DRC&D)  
Geosyntec Consultants, Inc.  
Hatch Associates Consultants, Inc.  
Hazen & Sawyer  
HDR Engineering, Inc. (HDR)  
Kennedy/Jenks Consultants  
Lee & Ro, Inc. (Lee & Ro)  
MARRS Services, Inc.  
McMillen Jacobs Associates, Inc. (MJA)  
Stantec Consulting Services, Inc. (Stantec)  
Parsons Environmental & Infrastructure Group, Inc. (PE&IG)  
Psomas & Associates (Psomas)  
Tetra Tech, Inc. (Tetra Tech)  
Woodard & Curran, Inc.  
WSP USA, Inc. (WSP)

- b. AUTHORIZE the President or two members of the Board to execute Amendment No. 1. to each of the contracts.



2. NOTIFY the Bureau of Engineering (BOE), Environmental Engineering Division (EED), Ethan Wong, (310) 648-6120, ethan.wong@lacity.org, when these amendments are ready to be executed by the Board, whereupon five original copies of each amendment will be delivered to the Executive Officer of the Board for signature.
3. UPON EXECUTION, request the City Clerk to attest and certify the five original copies of each amendment. The City Clerk and the Board will each retain one original copy and three original copies of each amendment are to be returned to the BOE, and Ethan Wong.

#### **FISCAL IMPACT STATEMENT**

The PQOC Wastewater and Environmental Engineering Services contract is used for as-needed services and therefore the proposed contract amendment does not have any financial impact on the City. The BOE will ensure that adequate funds are available to cover the costs for work on a specific project prior to requesting proposals from the firms.

#### **TRANSMITTALS**

1. Copy of the BOE and the Bureau of Contract Administration (BCA) Joint Report No. 3, adopted June 26, 2017, establishing the PQOC Wastewater and Environmental Engineering Services Consultants List.
2. Copy of the executed personal services contracts between the City and the selected firms.
3. Copy of Proposed Contract Amendment No. 1 for all the firms in the current PQOC list.

#### **DISCUSSION**

##### ***Background***

On September 19, 2016, the Board authorized the City Engineer to advertise and issue a Request for Qualifications (RFQ) to provide wastewater and environmental engineering consultant services, on a pre-qualified, as needed basis. A Notice to Advertise the RFQ was placed in newspapers, with marketing and architectural/engineering associations, and on websites. The RFQ and its attachments were uploaded to the Mayor's Los Angeles Business Assistance Virtual Network website, where respondents were able to download the RFQ and its attachments, in order to develop and submit Statement of Qualifications (SOQ). These SOQs were evaluated and scored by City staff based on criteria set forth in the RFQ. Consequently, a total of 24 firms were recommended to be placed on the PQOC list.

On June 26, 2017, the Board accepted the recommendation and established the PQOC Wastewater and Environmental Engineering Services Consultants list (Transmittal No. 1). On July 12, 2017, contracts with each of the 24 pre-qualified firms were signed for a five-year term, expiring on July 11, 2022 (Transmittal No. 2).

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In light of the COVID-19 pandemic and the uncertainty of funding for capital projects, the BOE did not proceed with a new RFQ process to establish a new PQOC list. Consequently, a new PQOC list will not be established prior to the expiration of the current PQOC list.

Since the BOE requires consultant services to augment existing staffing resources and to provide specialized expertise on projects, it is necessary to extend the current PQOC consultant contracts by five additional years through July 11, 2027, to ensure continued engineering support for the wastewater and environmental engineering program.

#### ***Amendment***

This amendment extends the contract duration from five years to 10 years (Transmittal No. 3). The amended contracts will expire on July 11, 2027. Since the PQOC consultant list is utilized on an as-needed basis, this amendment will not have financial implications.

#### ***Business Inclusion Program (BIP)***

This contract is subject to the BIP Outreach requirements. The City established anticipated participation levels of 18.00 percent minority-owned (MBE), 4.00 percent women-owned (WBE), 25.00 percent small (SBE), 8.00 percent emerging (EBE), 3.00 percent disabled veteran-owned (DVBE), and 0.00 percent other business enterprises (OBE).

The following tables reflect the list of MBE, WBE, SBE, EBE, DVBE and OBE subconsultants utilized for each active Task Order Solicitations (TOS) as of December 13, 2021, and the MBE, WBE, SBE, EBE, DVBE and OBE subconsultants pledged to be utilized by the PQOC consultants for this Contract Amendment No. 1:

Gender/Ethnicity Codes:

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

#### ***AECOM (C-129645)***

##### ***TOS No. 4 CM Support Services for the EED***

AECOM has complied with the BIP requirements and has pledged 16.00 percent MBE, 33.98 percent WBE, 32.56 percent SBE, 32.56 percent EBE, 0.00 percent DVBE and 10.32 percent OBE participation levels for this Contract Amendment No. 1.

AECOM added two subconsultants after the initial contract execution for TOS No. 4. These subconsultants were added to the contract after AECOM conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.



As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for AECOM was the following:

Table 1: TOS No. 4				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Atkins North America, Inc.		OBE	3.73%	\$ 155,902.33
Integrated Engineering Management (IEM)	F/C	WBE	33.37%	\$1,394,156.98
MWH Constructors, Inc.		OBE	0.58%	\$ 24,382.19
Nelson Nygaard Consulting Associates, Inc.	-	OBE	1.17%	\$ 48,783.18
Paul Hansen Engineering, LLC.		OBE	11.59%	\$ 484,391.50
PMCS Group	F/C	WBE, SBE, EBE	28.41%	\$1,186,906.54
Project Partners, Inc.	M/APA	MBE, SBE, EBE	12.40%	\$ 517,826.06
The Morcos Group	F/C	WBE, SBE, EBE	0.00%	\$ 0.00
<b>Total MBE Participation</b>			<b>12.40%</b>	<b>\$ 517,826.06</b>
<b>Total WBE Participation</b>			<b>61.78%</b>	<b>\$2,581,063.52</b>
<b>Total SBE Participation</b>			<b>40.81%</b>	<b>\$1,704,732.60</b>
<b>Total EBE Participation</b>			<b>40.81%</b>	<b>\$1,704,732.60</b>
<b>Total OBE Participation</b>			<b>17.07%</b>	<b>\$ 713,459.20</b>
<b>Subtotal Subconsultant Participation</b>			<b>91.25%</b>	<b>\$3,812,348.78</b>
<b>Prime Participation</b>			<b>8.75%</b>	<b>\$ 365,331.74</b>
<b>Total Invoiced to Date</b>				<b>\$4,177,680.52</b>

Pledged participation including Amendment No. 1:

Table 2: TOS No. 4				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Atkins North America, Inc.		OBE	2.18%	\$ 174,268.00
IEM	F/C	WBE	17.43%	\$1,394,156.98
MWH Constructors, Inc.		OBE	1.17%	\$ 93,226.00
Nelson Nygaard Consulting Associates, Inc.		OBE	0.92%	\$ 73,500.00
Paul Hansen Engineering, LLC.		OBE	6.05%	\$ 484,391.50
PMCS Group	F/C	WBE, SBE, EBE	14.84%	\$1,186,906.54
Project Partners, Inc.	M/APA	MBE, SBE, EBE	16.00%	\$1,280,000.00
The Morcos Group	F/C	WBE, SBE, EBE	1.72%	\$ 137,606.00
<b>Total MBE Participation</b>			<b>16.00%</b>	<b>\$1,280,000.00</b>
<b>Total WBE Participation</b>			<b>33.98%</b>	<b>\$2,718,669.52</b>
<b>Total SBE Participation</b>			<b>32.56%</b>	<b>\$2,604,512.54</b>
<b>Total EBE Participation</b>			<b>32.56%</b>	<b>\$2,604,512.54</b>
<b>Total OBE Participation</b>			<b>10.32%</b>	<b>\$ 825,385.50</b>
<b>Subtotal Subconsultant Participation</b>			<b>60.30%</b>	<b>\$4,824,055.02</b>
<b>Prime Participation</b>			<b>39.70%</b>	<b>\$3,175,944.98</b>
<b>Total NTP Amount</b>				<b>\$8,000,000.00</b>



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***TOS No. 5 Sewer Engineering Support Services for the Wastewater Program***

AECOM has complied with the BIP requirements and has pledged 28.88 percent MBE, 16.43 percent WBE, 48.01 percent SBE, 41.76 percent EBE, 2.00 percent DVBE and 6.11 percent OBE participation levels for this Contract Amendment No. 1.

AECOM added five subconsultants after the initial contract execution for TOS No. 4. These subconsultants were added to the contract after AECOM conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for AECOM was the following:

Table 3: TOS No. 5				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
CADSTAR, Inc.	F/HA	WBE	8.24%	\$ 339,946.52
EPCM-RMS, Inc.	M/HA	MBE, SBE	1.18%	\$ 48,641.55
Hawk Ridge Systems, LLC.		OBE	0.12%	\$ 4,900.00
Lee & Ro	M/APA	MBE, SBE	0.00%	\$ 0.00
Moran Consulting Corporation	M/HA	MBE, SBE, EBE	24.97%	\$1,030,305.32
Olga Morales & Company		OBE	10.14%	\$ 418,496.18
PMCS Group	F/C	WBE, SBE, EBE	23.03%	\$ 950,454.27
Project Partners, Inc.	M/APA	MBE, SBE, EBE	7.19%	\$ 296,499.20
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	0.00%	\$ 0.00
RailPros, Inc.	-	OBE	0.06%	\$ 2,304.23
The Morcos Group	F/C	WBE, SBE, EBE	0.18%	\$ 7,600.00
Value Management Institute		SBE, EBE, DVBE	0.00%	\$ 0.00
<b>Total MBE Participation</b>			<b>33.34%</b>	<b>\$1,375,446.07</b>
<b>Total WBE Participation</b>			<b>31.45%</b>	<b>\$1,298,000.79</b>
<b>Total SBE Participation</b>			<b>64.79%</b>	<b>\$2,673,446.86</b>
<b>Total EBE Participation</b>			<b>56.55%</b>	<b>\$2,333,500.34</b>
<b>Total DVBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total OBE Participation</b>			<b>10.32%</b>	<b>\$ 425,700.41</b>
<b>Subtotal Subconsultant Participation</b>			<b>75.10%</b>	<b>\$3,099,147.27</b>
<b>Prime Participation</b>			<b>24.89%</b>	<b>\$1,027,432.93</b>
<b>Total Invoiced to Date</b>				<b>\$4,126,580.20</b>

Pledged participation including Amendment No. 1:

Table 4: TOS No. 5				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
CADSTAR, Inc.	F/HA	WBE	4.25%	\$ 339,946.52
EPCM-RMS, Inc.	M/HA	MBE, SBE	6.00%	\$ 480,000.00
Hawk Ridge Systems, LLC.		OBE	0.06%	\$ 4,900.00
Lee & Ro	M/APA	MBE, SBE	2.00%	\$ 160,000.00
Moran Consulting Corporation	M/HA	MBE, SBE, EBE	12.88%	\$1,030,305.32
Olga Morales & Company		OBE	5.23%	\$ 418,496.18
PMCS Group	F/C	WBE, SBE, EBE	11.18%	\$ 950,454.27
Project Partners, Inc.	M/APA	MBE, SBE, EBE	6.00%	\$ 480,000.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	2.00%	\$ 160,000.00
RailPros, Inc.		OBE	0.82%	\$ 65,521.71
The Morcos Group	F/C	WBE, SBE, EBE	1.00%	\$ 80,000.00
Value Management Institute		SBE, EBE, DVBE	2.00%	\$ 160,000.00
<b>Total MBE Participation</b>			<b>28.88%</b>	<b>\$2,310,305.32</b>
<b>Total WBE Participation</b>			<b>16.43%</b>	<b>\$1,370,400.79</b>
<b>Total SBE Participation</b>			<b>48.01%</b>	<b>\$3,840,706.11</b>
<b>Total EBE Participation</b>			<b>41.76%</b>	<b>\$3,340,759.59</b>
<b>Total DVBE Participation</b>			<b>2.00%</b>	<b>\$ 160,000.00</b>
<b>Total OBE Participation</b>			<b>6.11%</b>	<b>\$ 488,917.89</b>
<b>Subtotal Subconsultant Participation</b>			<b>54.12%</b>	<b>\$4,329,624.00</b>
<b>Prime Participation</b>			<b>45.88%</b>	<b>\$3,670,376.00</b>
<b>Total NTP Amount</b>				<b>\$8,000,000.00</b>

#### ***TOS No. 10 Argo Drain Sub-Basin Facility Project***

AECOM has complied with the BIP requirements and has pledged 3.96 percent MBE, 11.57 percent WBE, 11.57 percent SBE, 3.43 percent EBE, 0.00 percent DVBE, and 7.19 percent OBE participation levels for this Contract Amendment No. 1

AECOM added one subconsultant after the initial contract execution for TOS No. 4. These subconsultants were added to the contract after AECOM conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for AECOM was the following:

Table 5: TOS No. 10				
Subconsultants	Gender/ Ethnicity	MBE/WBE/ SBE/EBE/ DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
GeoSyntec Consultants		OBE	11.31%	\$ 61,053.64
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	0.79%	\$ 4,243.25
Ninyo & Moore	M/HA	MBE	4.73%	\$ 25,556.50
PMCS Group	F/C	WBE, SBE, EBE	5.39%	\$ 29,108.98
Sapphos Environmental, Inc.	F/HA	MBE, SBE	0.87%	\$ 4,706.70



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<b>Total MBE Participation</b>	<b>5.60%</b>	<b>\$ 30,263.20</b>
<b>Total WBE Participation</b>	<b>6.18%</b>	<b>\$ 33,352.23</b>
<b>Total SBE Participation</b>	<b>6.18%</b>	<b>\$ 33,352.23</b>
<b>Total EBE Participation</b>	<b>5.39%</b>	<b>\$ 29,108.98</b>
<b>Total OBE Participation</b>	<b>11.31%</b>	<b>\$ 61,053.64</b>
<b>Subtotal Subconsultant Participation</b>	<b>23.09%</b>	<b>\$124,669.07</b>
<b>Prime Participation</b>	<b>76.91%</b>	<b>\$415,281.38</b>
<b>Total Invoiced to Date</b>		<b>\$539,950.45</b>

Pledged participation including Amendment No. 1:

<b>Table 6: TOS No. 10</b>				
<b>Pledged Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
GeoSyntec Consultants		OBE	7.19%	\$ 61,053.64
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	8.14%	\$ 69,146.00
Ninyo & Moore	M/HA	MBE	3.01%	\$ 25,556.50
PMCS Group	F/C	WBE, SBE, EBE	3.43%	\$ 29,108.98
Sapphos Environmental, Inc.	F/HA	MBE, SBE	0.96%	\$ 8,127.00
<b>Total MBE Participation</b>			<b>3.96%</b>	<b>\$ 33,683.50</b>
<b>Total WBE Participation</b>			<b>11.57%</b>	<b>\$ 98,254.98</b>
<b>Total SBE Participation</b>			<b>11.57%</b>	<b>\$ 98,254.98</b>
<b>Total EBE Participation</b>			<b>3.43%</b>	<b>\$ 29,108.98</b>
<b>Total OBE Participation</b>			<b>7.19%</b>	<b>\$ 61,053.64</b>
<b>Subtotal Subconsultant Participation</b>			<b>37.71%</b>	<b>\$320,356.08</b>
<b>Prime Participation</b>			<b>62.29%</b>	<b>\$529,166.00</b>
<b>Total NTP Amount</b>				<b>\$849,522.08</b>

**Arcadis (C-129644)**

**TOS No. 9 Program Management and Construction Management  
Support Services for Proposition O**

Arcadis has complied with the BIP requirements and has pledged 18.53 percent MBE, 19.83 percent WBE, 22.34 percent SBE, 22.34 percent EBE, 1.92 percent DVBE and 31.38 percent OBE participation levels for this Contract Amendment No. 1.

Arcadis added nine subconsultants after the initial contract execution. These subconsultants were added to the contract after Arcadis conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arcadis was the following:

Table 7: TOS No. 9				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Atkins North America, Inc.		OBE	11.63%	\$ 717,917.11
Barrio Planners, Inc.	M/HA	MBE	0.00%	\$ 0.00
BC Laboratories dba Weck Laboratories, Inc.	F/C	WBE	0.05%	\$ 3,120.00
KOA Corporation		OBE	0.08%	\$ 4,860.00
D. R. McNatty & Associates, Inc.		DVBE	1.09%	\$ 67,125.00
FPA Underground, Inc.	M/APA	MBE, SBE, EBE	0.00%	\$ 0.00
ICF International		OBE	0.96%	\$ 59,083.33
Kapsch TrafficCom USA, Inc.		OBE	2.32%	\$ 143,328.80
Los Cerritos Wetland Stewardship, Inc.		OBE	13.56%	\$ 836,628.48
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	1.01%	\$ 62,047.91
Ninyo & Moore	M/HA	MBE	12.85%	\$ 793,072.92
PMCS Group	F/C	WBE, SBE, EBE	11.52%	\$ 710,745.86
Tetra Tech		OBE	8.76%	\$ 540,284.47
<b>Total MBE Participation</b>			<b>12.85%</b>	<b>\$ 793,072.92</b>
<b>Total WBE Participation</b>			<b>12.58%</b>	<b>\$ 775,913.77</b>
<b>Total SBE Participation</b>			<b>12.52%</b>	<b>\$ 772,793.77</b>
<b>Total EBE Participation</b>			<b>12.52%</b>	<b>\$ 772,793.77</b>
<b>Total DVBE Participation</b>			<b>1.09%</b>	<b>\$ 67,125.00</b>
<b>Total OBE Participation</b>			<b>37.31%</b>	<b>\$2,302,102.19</b>
<b>Subtotal Subconsultant Participation</b>			<b>63.82%</b>	<b>\$3,938,213.88</b>
<b>Prime Participation</b>			<b>36.18%</b>	<b>\$2,232,600.00</b>
<b>Total Invoiced to Date</b>				<b>\$6,170,813.88</b>

Pledged participation including Amendment No. 1:

Table 8: TOS No. 9				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Atkins North America, Inc.		OBE	9.79%	\$ 717,917.11
Barrio Planners, Inc.	M/HA	MBE	1.92%	\$ 140,607.00
BC Laboratories dba Weck Laboratories, Inc.	F/C	WBE	0.04%	\$ 3,120.00
KOA Corporation		OBE	0.07%	\$ 4,860.00
D R McNatty & Associates, Inc.		DVBE	1.92%	\$ 140,607.00
FPA Underground, Inc.	M/APA	MBE	2.56%	\$ 187,476.00
ICF International		OBE	0.81%	\$ 59,083.33



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Kapsch TrafficCom USA, Inc.		OBE	1.95%	\$ 143,328.80
Los Cerritos Wetland Stewardship, Inc.		OBE	11.41%	\$ 836,628.48
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	3.26%	\$ 239,406.00
Ninyo & Moore	M/HA	MBE	14.06%	\$1,031,116.00
PMCS Group	F/C	WBE, SBE, EBE	16.52%	\$1,211,777.00
Tetra Tech		OBE	7.37%	\$ 540,284.47
<b>Total MBE Participation</b>			<b>18.53%</b>	<b>\$1,359,199.00</b>
<b>Total WBE Participation</b>			<b>19.83%</b>	<b>\$1,454,303.00</b>
<b>Total SBE Participation</b>			<b>22.34%</b>	<b>\$1,638,659.00</b>
<b>Total EBE Participation</b>			<b>22.34%</b>	<b>\$1,638,659.00</b>
<b>Total DVBE Participation</b>			<b>1.92%</b>	<b>\$ 140,607.00</b>
<b>Total OBE Participation</b>			<b>31.38%</b>	<b>\$2,302,102.19</b>
<b>Subtotal Subconsultant Participation</b>			<b>71.66%</b>	<b>\$5,256,211.19</b>
<b>Prime Participation</b>			<b>28.34%</b>	<b>\$2,078,934.91</b>
<b>Total NTP Amount</b>				<b>\$7,335,146.10</b>

***TOS No. 16 Design and Design Support Services for the Wastewater Program***

Arcadis has complied with the BIP requirements and has pledged 13.94 percent MBE, 3.31 percent WBE, 15.60 percent SBE, 11.86 percent EBE, and 4.92 percent OBE participation levels for this Contract Amendment No. 1.

Arcadis added three subconsultants after the initial contract execution. These subconsultants were added to the contract after Arcadis conducted mini outreaches to multiple firms and BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Arcadis was the following:

Table 9: TOS No. 16				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Beyaz & Patel, Inc.	M/APA	MBE, SBE, EBE	9.99%	\$ 35,771.00
Clemson Engineering Hydraulics, Inc.		OBE	0.00%	\$ 0.00
Garney Companies, Inc.		OBE	0.00%	\$ 0.00
ICF International		OBE	3.64%	\$ 13,047.00
IEM	F/C	WBE	5.71%	\$ 20,455.00
Kennard Design Group		SBE	6.46%	\$ 23,120.00
MLA Green Inc. dba Mia Lehrer & Associates	F/HA	MBE	3.95%	\$ 14,134.00
Surveying & Drafting Services, Inc.		OBE	0.11%	\$ 400.00

<b>Total MBE Participation</b>	<b>13.94%</b>	<b>\$ 49,905.00</b>
<b>Total WBE Participation</b>	<b>5.71%</b>	<b>\$ 20,455.00</b>
<b>Total SBE Participation</b>	<b>16.45%</b>	<b>\$ 58,891.00</b>
<b>Total EBE Participation</b>	<b>9.99%</b>	<b>\$ 35,771.00</b>
<b>Total OBE Participation</b>	<b>3.75%</b>	<b>\$ 13,447.00</b>
<b>Subtotal Subconsultant Participation</b>	<b>29.86%</b>	<b>\$106,927.00</b>
<b>Prime Participation</b>	<b>70.14%</b>	<b>\$251,210.41</b>
<b>Total Invoiced to Date</b>		<b>\$358,137.41</b>

Pledged participation including No. 1:

<b>Table 10: TOS No. 16</b>				
<b>Pledged Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
Beyaz & Patel, Inc.	M/APA	MBE, SBE, EBE	11.86%	\$ 73,278.50
Clemson Engineering Hydraulics, Inc.		OBE	0.00%	\$ 0.00
Garney Companies, Inc.		OBE	1.07%	\$ 6,600.00
ICF International		OBE	2.94%	\$ 18,200.00
IEM	F/C	WBE	3.31%	\$ 20,455.00
Kennard Design Group		SBE	3.74%	\$ 23,120.00
MLA Green, Inc. dba Mia Lehrer & Associates	F/HA	MBE	7.05%	\$ 43,572.50
Surveying & Drafting Services, Inc.		OBE	0.90%	\$ 5,580.00
<b>Total MBE Participation</b>			<b>18.91%</b>	<b>\$116,851.00</b>
<b>Total WBE Participation</b>			<b>3.31%</b>	<b>\$ 20,455.00</b>
<b>Total SBE Participation</b>			<b>15.60%</b>	<b>\$ 96,398.50</b>
<b>Total EBE Participation</b>			<b>11.86%</b>	<b>\$ 73,278.50</b>
<b>Total OBE Participation</b>			<b>4.92%</b>	<b>\$ 30,380.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>30.87%</b>	<b>\$190,806.00</b>
<b>Prime Participation</b>			<b>69.13%</b>	<b>\$427,197.37</b>
<b>Total NTP Amount</b>				<b>\$618,003.37</b>

### ***Brown & Caldwell (C-129647)***

#### ***TOS No. 2 Design Engineering Support Services***

Brown & Caldwell has complied with the BIP requirements and has pledged 29.73 percent MBE, 24.24 percent WBE, 53.61 percent SBE, 47.76 percent EBE, and 38.45 percent OBE participation levels for this Contract Amendment No. 1.

Brown & Caldwell added 18 subconsultants after the initial contract execution. These subconsultants were added to the contract after Brown & Caldwell conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.



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As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Brown & Caldwell was the following:

Table 11: TOS No. 2				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Arcadis		OBE	4.52%	\$ 267,637.15
Atkins North America		OBE	4.82%	\$ 285,144.82
Black & Veatch Construction, Inc.		OBE	3.80%	\$ 224,865.00
California Structural Works		OBE	3.27%	\$ 193,359.89
Carollo		OBE	0.75%	\$ 44,623.38
Gary Barnett Specifications, Inc.		OBE	0.25%	\$ 15,000.00
HDR		OBE	2.74%	\$ 161,995.35
Jacobs Project Management Company		OBE	6.67%	\$ 394,432.59
John Friedman Alice Kimm Architects		OBE	5.10%	\$ 302,002.11
MARRS Services, Inc.	F/SAA	WBE, SBE	8.90%	\$ 526,465.26
Moran Consulting Corporation	M/HA	MBE, SBE, EBE	8.70%	\$ 514,903.49
O2EPCM, Inc.	F/C	WBE, SBE, EBE	0.00%	\$ 0.00
PE&IG		OBE	14.22%	\$ 841,525.77
PCNA Consulting Group, Inc.		OBE	1.95%	\$ 115,500.00
PMCS Group	F/C	WBE, SBE, EBE	4.37%	\$ 258,574.80
Project Partners, Inc.	M/APA	MBE, SBE, EBE	18.19%	\$1,076,611.81
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	0.13%	\$ 7,425.20
Stantec		OBE	3.98%	\$ 235,551.57
Tetra Tech		OBE	1.04%	\$ 61,469.80
VT Consulting Engineers	M/SAA	MBE, SBE, EBE	0.00%	\$ 0.00
Walter P Moore and Associates, Inc.		OBE	0.23%	\$ 13,600.00
Woodard & Curran, Inc.		OBE	0.71%	\$ 42,110.00
Xylem Water Solutions, Inc.		OBE	0.51%	\$ 30,036.00
<b>Total MBE Participation</b>			<b>27.02%</b>	<b>\$1,598,940.50</b>
<b>Total WBE Participation</b>			<b>13.27%</b>	<b>\$ 785,040.06</b>
<b>Total SBE Participation</b>			<b>40.29%</b>	<b>\$2,383,980.56</b>
<b>Total EBE Participation</b>			<b>31.39%</b>	<b>\$1,857,515.30</b>
<b>Total OBE Participation</b>			<b>54.56%</b>	<b>\$3,228,853.43</b>
<b>Subtotal Subconsultant Participation</b>			<b>94.85%</b>	<b>\$5,612,833.99</b>
<b>Prime Participation</b>			<b>5.15%</b>	<b>\$ 304,993.13</b>
<b>Total Invoiced to Date</b>				<b>\$5,917,827.12</b>

Pledged participation including Amendment No. 1:

Table 12: TOS No. 2				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Arcadis		OBE	2.97%	\$ 267,637.15
Atkins North America		OBE	3.17%	\$ 285,144.82
Black & Veatch Construction, Inc.		OBE	2.78%	\$ 249,850.00
California Structural Works		OBE	3.11%	\$ 280,000.00
Carollo		OBE	0.50%	\$ 44,623.38
Gary Barnett Specifications, Inc.		OBE	0.17%	\$ 15,000.00
HDR	-	OBE	1.80%	\$ 161,995.35
Jacobs Project Management Company		OBE	4.38%	\$ 394,432.59
John Friedman Alice Kimm Architects	-	OBE	4.43%	\$ 399,000.00
MARRS Services, Inc.	F/SAA	WBE, SBE	5.85%	\$ 526,465.26
Moran Consulting Corporation	M/HA	MBE, SBE, EBE	5.72%	\$ 514,903.49
O2EPCM, Inc.	F/AA	WBE, SBE, EBE	0.11%	\$ 9,600.00
PE&IG		OBE	9.35%	\$ 841,525.77
PCNA Consulting Group, Inc.		OBE	1.28%	\$ 115,500.00
PMCS Group	F/C	WBE, SBE, EBE	18.28%	\$1,645,425.00
Project Partners, Inc.	M/APA	MBE, SBE, EBE	12.53%	\$1,127,507.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	8.58%	\$ 772,220.00
Stantec		OBE	2.62%	\$ 235,551.57
Tetra Tech		OBE	0.68%	\$ 61,469.80
VT Consulting Engineers	M/SAA	MBE, SBE, EBE	2.54%	\$ 228,800.00
Walter P Moore and Associates, Inc.		OBE	0.19%	\$ 17,000.00
Woodard & Curran, Inc.		OBE	0.67%	\$ 60,216.00
Xylem Water Solutions, Inc.		OBE	0.35%	\$ 31,538.00
<b>Total MBE Participation</b>			<b>29.37%</b>	<b>\$2,643,430.49</b>
<b>Total WBE Participation</b>			<b>24.24%</b>	<b>\$2,181,490.26</b>
<b>Total SBE Participation</b>			<b>53.61%</b>	<b>\$4,824,920.75</b>
<b>Total EBE Participation</b>			<b>47.76%</b>	<b>\$4,298,455.49</b>
<b>Total OBE Participation</b>			<b>38.45%</b>	<b>\$3,460,484.43</b>
<b>Subtotal Subconsultant Participation</b>			<b>92.06%</b>	<b>\$8,285,405.18</b>
<b>Prime Participation</b>			<b>7.94%</b>	<b>\$ 714,594.82</b>
<b>Total NTP Amount</b>				<b>\$9,000,000.00</b>

**Carollo (C-129648)****TOS No. 12 Penmar, Phase II and Temescal, Phase II**

Carollo has complied with the BIP requirements and has pledged 9.24 percent MBE, 2.88 percent WBE, 3.58 percent SBE, and 3.58 percent EBE levels for this Contract Amendment No. 1.



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Carollo added one subconsultant after the initial contract execution. These subconsultants were added to the contract after Carollo conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Carollo was the following:

Table 13: TOS No. 12				
Subconsultants	Gender/ Ethnicity	MBE/ WBE/SBE/EBE /DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
BA, Inc.	-	SBE, EBE	0.78%	\$ 1,058.00
Ninyo & Moore	M/HA	MBE	10.12%	\$ 13,784.00
Pamela Burton & Company	F/C	WBE, SBE, EBE	2.04%	\$ 2,774.00
<b>Total MBE Participation</b>			<b>10.12%</b>	<b>\$ 13,784.00</b>
<b>Total WBE Participation</b>			<b>2.04%</b>	<b>\$ 2,774.00</b>
<b>Total SBE Participation</b>			<b>2.82%</b>	<b>\$ 3,832.00</b>
<b>Total EBE Participation</b>			<b>2.82%</b>	<b>\$ 3,832.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>12.94%</b>	<b>\$ 17,616.00</b>
<b>Prime Participation</b>			<b>87.06%</b>	<b>\$118,600.29</b>
<b>Total Invoiced to Date</b>				<b>\$136,216.29</b>

Pledged participation including Amendment No. 1:

Table 14: TOS No. 12				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
BA, Inc.		SBE, EBE	0.71%	\$ 1,058.00
Ninyo & Moore	M/HA	MBE	9.24%	\$ 13,784.00
Pamela Burton & Company	F/C	WBE, SBE, EBE	2.88%	\$ 4,300.00
<b>Total MBE Participation</b>			<b>9.24%</b>	<b>\$ 13,784.00</b>
<b>Total WBE Participation</b>			<b>2.88%</b>	<b>\$ 4,300.00</b>
<b>Total SBE Participation</b>			<b>3.59%</b>	<b>\$ 5,358.00</b>
<b>Total EBE Participation</b>			<b>3.59%</b>	<b>\$ 5,358.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>12.84%</b>	<b>\$ 19,142.00</b>
<b>Prime Participation</b>			<b>87.16%</b>	<b>\$129,981.00</b>
<b>Total NTP Amount</b>				<b>\$149,123.00</b>

**TOS No. 25.3 Stormwater Capture Parks**

Carollo has complied with the BIP requirements and has pledged 26.08 percent MBE, 7.40 percent WBE, 32.64 percent SBE, 15.89 percent EBE, 10.50 percent DVBE and 8.50 percent OBE participation levels for this Contract Amendment No. 1.

Carollo added four subconsultants after the initial contract execution. These subconsultants were added to the contract after CDM conducted mini-outreaches to multiple firms and BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Carollo was the following:

<b>Table 15: TOS No. 25.3</b>				
<b>Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total Invoiced</b>	<b>Amount Invoiced to Date</b>
AirX Utility Surveyors, Inc.	F/C	WBE	0.00%	\$ 0.00
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE DVBE	1.97%	\$ 34,790.00
Craftwater Engineering, Inc.		SBE, EBE, DVBE	10.18%	\$179,805.91
FPL & Associates, Inc.	M/APA	MBE, SBE	1.44%	\$ 25,413.60
IEM	F/C	WBE, SBE	1.93%	\$ 34,050.00
Ninyo & Moore	M/HA	MBE	7.75%	\$136,908.18
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	3.36%	\$ 59,250.00
S. Groner Associates		SBE, EBE	0.00%	\$ 0.00
Stantec		OBE	9.61%	\$ 169,733.00
MLA Green Inc. dba Mia Lehrer & Associates	F/HA	MBE, SBE	8.68%	\$ 153,276.14
Barrantes Enterprise Inc. dba The Sierra Group	F/HA	WBE	2.64%	\$ 46,609.50
<b>Total MBE Participation</b>			<b>23.20%</b>	<b>\$ 409,637.92</b>
<b>Total WBE Participation</b>			<b>4.57%</b>	<b>\$ 80,659.50</b>
<b>Total SBE Participation</b>			<b>27.56%</b>	<b>\$ 486,585.65</b>
<b>Total EBE Participation</b>			<b>15.51%</b>	<b>\$ 273,845.91</b>
<b>Total DVBE Participation</b>			<b>12.15%</b>	<b>\$ 214,595.91</b>
<b>Total OBE Participation</b>			<b>9.61%</b>	<b>\$ 169,733.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>47.56%</b>	<b>\$ 839,836.33</b>
<b>Prime Participation</b>			<b>52.44%</b>	<b>\$ 925,745.89</b>
<b>Total Invoiced to Date</b>				<b>\$1,765,582.22</b>



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Pledged participation including Amendment No. 1:

Table 16: TOS No. 25.3				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
AirX Utility Surveyors, Inc.	F/C	WBE	2.15%	\$ 50,000.00
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE	2.14%	\$ 49,790.00
Craftwater Engineering, Inc.		SBE, EBE, DVBE	8.36%	\$ 194,294.00
FPL & Associates, Inc.	M/APA	MBE, SBE	2.73%	\$ 63,534.00
IEM	F/C	WBE, SBE	2.67%	\$ 62,000.00
Ninyo & Moore	M/HA	MBE	5.89%	\$ 136,908.18
ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	3.98%	\$ 92,500.00
S. Groner Associates	-	SBE, EBE	1.42%	\$ 33,000.00
Stantec		OBE	8.50%	\$ 197,658.00
MLA Green, Inc. dba Mia Lehrer & Associates	F/HA	MBE, SBE	11.34%	\$ 263,725.00
Barrantes Enterprise Inc. dba The Sierra Group	F/HA	WBE	2.58%	\$ 60,000.00
<b>Total MBE Participation</b>			<b>26.08%</b>	<b>\$ 606,457.18</b>
<b>Total WBE Participation</b>			<b>7.40%</b>	<b>\$ 172,000.00</b>
<b>Total SBE Participation</b>			<b>32.64%</b>	<b>\$ 758,843.00</b>
<b>Total EBE Participation</b>			<b>15.89%</b>	<b>\$ 369,584.00</b>
<b>Total DVBE Participation</b>			<b>10.50%</b>	<b>\$ 244,084.00</b>
<b>Total OBE Participation</b>			<b>8.50%</b>	<b>\$ 197,658.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>51.75%</b>	<b>\$1,203,409.18</b>
<b>Prime Participation</b>			<b>48.25%</b>	<b>\$1,121,795.82</b>
<b>Total NTP Amount</b>				<b>\$2,325,205.00</b>

**CDM (C-129651)**

**TOS No. 25.2 Stormwater Capture Parks Program**

CDM has complied with the BIP requirements and has pledged 40.54 percent MBE, 6.56 percent WBE, 28.14 percent SBE, 24.25 percent EBE, and 1.59 percent DVBE participation levels for this Contract Amendment No. 1.

CDM added three subconsultants after the initial contract execution. These subconsultants were added to the contract after CDM conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for CDM was the following:

Table 17: TOS No. 25.2				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Coast Surveying, Inc.	M/HA	MBE, SBE	0.99%	\$ 25,740.00
FPL & Associates, Inc.	M/APA	MBE, SBE	3.44%	\$ 89,200.95
Harris & Associates	M/AA	MBE, SBE, EBE	10.48%	\$ 271,506.00
IEM	F/C	WBE, SBE, EBE	3.31%	\$ 85,857.00
MA Engineering	M/HA	MBE, DVBE	0.77%	\$ 20,000.00
Ninyo & Moore	M/HA	MBE	11.93%	\$ 309,275.80
NUVIS	M/HA	MBE	6.36%	\$ 164,903.55
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	4.39%	\$ 113,647.50
SafeProbe, Inc.	M/APA	MBE	0.00%	\$ 0.00
The Morcos Group	F/C	WBE, SBE, EBE	3.83%	\$ 99,338.00
<b>Total MBE Participation</b>			<b>38.36%</b>	<b>\$ 994,273.80</b>
<b>Total WBE Participation</b>			<b>7.14%</b>	<b>\$ 185,195.00</b>
<b>Total SBE Participation</b>			<b>26.44%</b>	<b>\$ 685,289.45</b>
<b>Total EBE Participation</b>			<b>22.01%</b>	<b>\$ 570,348.50</b>
<b>Total DVBE Participation</b>			<b>0.77%</b>	<b>\$ 20,000.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>45.50%</b>	<b>\$1,179,468.80</b>
<b>Prime Participation</b>			<b>54.50%</b>	<b>\$1,412,197.20</b>
<b>Total Invoiced to Date</b>				<b>\$2,591,666.00</b>

Pledged participation including Amendment No. 1:

Table 18: TOS No. 25.2				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Coast Surveying, Inc.	M/HA	MBE, SBE	0.68%	\$ 25,740.00
FPL & Associates, Inc.	M/APA	MBE, SBE	3.21%	\$ 121,554.00
Harris & Associates	M/AA	MBE, SBE, EBE	12.07%	\$ 456,492.00
IEM	F/C	WBE, SBE, EBE	3.76%	\$ 142,110.00
MA Engineering	M/HA	MBE, DVBE	1.59%	\$ 60,000.00
Ninyo & Moore	M/HA	MBE	8.18%	\$ 309,275.80
NUVIS	M/HA	MBE	8.76%	\$ 331,500.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	MBE, SBE, EBE	5.61%	\$ 212,325.00
SafeProbe, Inc.	M/APA	MBE	0.44%	\$ 16,506.00
The Morcos Group	F/C	WBE, SBE, EBE	2.81%	\$ 106,194.00
<b>Total MBE Participation</b>			<b>40.54%</b>	<b>\$1,533,392.80</b>
<b>Total WBE Participation</b>			<b>6.56%</b>	<b>\$ 248,304.00</b>
<b>Total SBE Participation</b>			<b>28.14%</b>	<b>\$1,064,415.00</b>
<b>Total EBE Participation</b>			<b>24.25%</b>	<b>\$ 917,121.00</b>
<b>Total DVBE Participation</b>			<b>1.59%</b>	<b>\$ 60,000.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>47.10%</b>	<b>\$1,781,696.80</b>
<b>Prime Participation</b>			<b>52.90%</b>	<b>\$2,001,086.88</b>
<b>Total NTP Amount</b>				<b>\$3,782,783.69</b>



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**DRC&D (C-129655)**

**TOS No. 3 Computer Aided Drafting and Design Support Services for the EED**

DRC&D has complied with the BIP requirements and has pledged 21.01 percent MBE, 47.24 percent WBE, 65.25 percent SBE, and 63.72 percent EBE participation levels for this Contract Amendment No. 1.

DRC&D added three subconsultants after the initial contract execution. These subconsultants were added to the contract after DRC&D conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/OBE subconsultant information for DRC&D was the following:

Table 19: TOS No. 3				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
CADSTAR, Inc.	F/HA	WBE	0.00%	\$ 0.00
DRC&D	F/HA	WBE, SBE, EBE	29.36%	\$1,301,653.76
Jacobs Project Management Company		OBE	4.68%	\$ 207,535.11
Lee & Ro, Inc.	M/APA	MBE, SBE	2.07%	\$ 91,724.16
PMCS Group	F/C	WBE, SBE, EBE	29.16%	\$1,292,997.47
Project Partners, Inc.	M/APA	MBE, SBE, EBE	11.83%	\$ 524,584.03
<b>Total MBE Participation</b>			<b>13.90%</b>	<b>\$ 616,308.19</b>
<b>Total WBE Participation</b>			<b>58.52%</b>	<b>\$2,594,651.23</b>
<b>Total SBE Participation</b>			<b>72.42%</b>	<b>\$3,210,959.42</b>
<b>Total EBE Participation</b>			<b>70.35%</b>	<b>\$3,119,235.26</b>
<b>Total OBE Participation</b>			<b>4.68%</b>	<b>\$ 207,535.11</b>
<b>Subtotal Subconsultant Participation</b>			<b>77.10%</b>	<b>\$3,418,494.53</b>
<b>Prime Participation</b>			<b>22.90%</b>	<b>\$1,015,147.69</b>
<b>Total Invoiced to Date</b>				<b>\$4,433,642.22</b>

Pledged participation including Amendment No. 1:

<b>Table 20: TOS No. 3</b>				
<b>Pledged Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
CADSTAR, Inc.	F/HA	WBE	4.00%	\$ 240,000.00
DRC&D	F/HA	WBE, SBE, EBE	21.69%	\$1,301,653.76
Jacobs Project Management Company		OBE	3.46%	\$ 207,535.11
Lee & Ro	M/APA	MBE, SBE	1.53%	\$ 91,724.16
PMCS Group	F/C	WBE, SBE, EBE	21.55%	\$1,292,997.47
Project Partners, Inc.	M/APA	MBE, SBE, EBE	20.48%	\$1,228,800.00
<b>Total MBE Participation</b>			<b>22.01%</b>	<b>\$1,320,524.16</b>
<b>Total WBE Participation</b>			<b>47.24%</b>	<b>\$2,834,651.23</b>
<b>Total SBE Participation</b>			<b>65.25%</b>	<b>\$3,915,175.39</b>
<b>Total EBE Participation</b>			<b>63.72%</b>	<b>\$3,823,451.23</b>
<b>Total OBE Participation</b>			<b>3.46%</b>	<b>\$ 207,535.11</b>
<b>Subtotal Subconsultant Participation</b>			<b>72.71%</b>	<b>\$4,362,710.50</b>
<b>Prime Participation</b>			<b>27.29%</b>	<b>\$1,637,289.50</b>
<b>Total NTP Amount</b>				<b>\$6,000,000.00</b>

### **HDR (C-129650)**

#### **TOS No. 20 Berm Improvements Project**

HDR has complied with the BIP requirements and has pledged 96.79 percent OBE participation levels for this Contract Amendment No. 1.

HDR added one subconsultant after the initial contract execution. These subconsultants were added to the contract after HDR conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for HDR was the following

<b>Table 21: TOS No. 20</b>				
<b>Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/E BE/DVBE/OBE</b>	<b>(%) of Total Invoiced</b>	<b>Amount Invoiced to Date</b>
Arcadis		OBE	0.00%	\$ 0.00
<b>Total OBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Prime Participation</b>			<b>100.00%</b>	<b>\$265,124.23</b>
<b>Total Invoiced to Date</b>				<b>\$265,124.23</b>



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Pledged participation including Amendment No. 1:

Table 22: TOS No. 20				
Pledged Subconsultants	Gender/ Ethnicity	MBE/ WBE/SBE/EBE /DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Arcadis		OBE	96.79%	\$256,621.81
<b>Total OBE Participation</b>			<b>96.79%</b>	<b>\$256,621.81</b>
<b>Subtotal Subconsultant Participation</b>			<b>96.79%</b>	<b>\$256,621.81</b>
<b>Prime Participation</b>			<b>3.21%</b>	<b>\$ 8,502.42</b>
<b>Total NTP Amount</b>				<b>\$265,124.23</b>

**Lee & Ro (C-129659)**

**TOS No. 18 Pumping Plants Generators Replacement Phase 3 Projects**

Lee & Ro complied with the BIP requirements and has pledged 25.60 percent MBE, 8.77 percent WBE, 5.91 percent SBE, and 5.91 percent EBE levels for this Contract Amendment No. 1.

Lee & Ro added two subconsultants after the initial contract execution. These subconsultants were added to the contract after conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Lee & Ro was the following:

Table 23: TOS No. 18				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Beyaz & Patel, Inc.	M/APA	MBE, SBE, EBE	0.00%	\$ 0.00
C&J Technical Solutions and Services, Inc.	M/AA	MBE	21.86%	\$10,165.00
Dabri, Inc.	M/SAA	MBE, SBE, EBE	0.00%	\$ 0.00
IEM	F/C	WBE	6.71%	\$ 3,120.00
<b>Total MBE Participation</b>			<b>21.86%</b>	<b>\$10,165.00</b>
<b>Total WBE Participation</b>			<b>6.71%</b>	<b>\$ 3,120.00</b>
<b>Total SBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total EBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>28.57%</b>	<b>\$13,285.00</b>
<b>Prime Participation</b>			<b>71.43%</b>	<b>\$33,212.75</b>
<b>Total Invoiced to Date</b>				<b>\$46,497.75</b>

Pledged participation including Amendment No. 1:

Table 24: TOS No. 18				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Beyaz & Patel, Inc.	M/APA	MBE, SBE, EBE	0.03%	\$ 25.00
C&J Technical Solutions and Services, Inc.	M/AA	MBE	19.70%	\$15,089.00
Dabri, Inc.	F/SAA	MBE, SBE, EBE	5.87%	\$ 4,500.00
IEM	F/C	WBE	8.77%	\$ 6,720.00
<b>Total MBE Participation</b>			<b>25.60%</b>	<b>\$19,614.00</b>
<b>Total WBE Participation</b>			<b>8.77%</b>	<b>\$ 6,720.00</b>
<b>Total SBE Participation</b>			<b>5.91%</b>	<b>\$ 4,525.00</b>
<b>Total EBE Participation</b>			<b>5.91%</b>	<b>\$ 4,525.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>34.38%</b>	<b>\$26,334.00</b>
<b>Prime Participation</b>			<b>65.62%</b>	<b>\$50,270.15</b>
<b>Total NTP Amount</b>				<b>\$76,604.15</b>

**McMillan Jacobs (MJA) (C-129654)****TOS No. 6 Construction Management Support Services for the Wastewater Conveyance Construction Division**

MJA has complied with the BIP requirements and has pledged 51.91 percent MBE, 24.17 percent WBE, 76.08 percent SBE, 33.77 percent EBE, and 8.30 percent OBE participation levels for this Contract Amendment No. 1.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for MJA was the following:

Table 25: TOS No. 6				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
California Watershed Engineering (CWE)	M/SAA	MBE, SBE, EBE	0.57%	\$ 33,710.80
DRC&D	F/HA	MBE, SBE, EBE	2.26%	\$ 132,866.59
Lee & Ro	M/APA	MBE, SBE	25.36%	\$1,490,276.82
MWH Constructors, Inc.		OBE	10.17%	\$ 597,780.79
PMCS Group	F/C	WBE, SBE, EBE	19.91%	\$1,170,343.50
Power-Tech Engineers, Inc.	M/HA	MBE, SBE, EBE	0.05%	\$ 2,803.50
Safework, Inc.	F/C	WBE, SBE, EBE	9.69%	\$ 569,588.69
Tupper Consultants	M/APA	MBE, SBE	8.07%	\$ 474,479.43
<b>Total MBE Participation</b>			<b>36.31%</b>	<b>\$2,134,137.14</b>
<b>Total WBE Participation</b>			<b>29.60%</b>	<b>\$1,739,932.19</b>
<b>Total SBE Participation</b>			<b>65.91%</b>	<b>\$3,874,069.33</b>
<b>Total EBE Participation</b>			<b>32.48%</b>	<b>\$1,909,313.08</b>
<b>Total OBE Participation</b>			<b>10.17%</b>	<b>\$ 597,780.79</b>
<b>Subtotal Subconsultant Participation</b>			<b>76.08%</b>	<b>\$4,471,850.12</b>
<b>Prime Participation</b>			<b>23.92%</b>	<b>\$1,405,647.78</b>
<b>Total Invoiced to Date</b>				<b>\$5,877,497.90</b>



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Pledged participation including Amendment No. 1:

Table 26: TOS No. 6				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
CWE	M/SAA	MBE, SBE, EBE	0.47%	\$ 33,710.80
DRC&D	F/HA	MBE, SBE, EBE	1.85%	\$ 132,866.59
Lee & Ro	M/APA	MBE, SBE	28.47%	\$2,050,000.00
MWH Constructors, Inc.		OBE	8.30%	\$ 597,780.79
PMCS Group	F/C	WBE, SBE, EBE	16.25%	\$1,170,343.50
Power-Tech Engineers, Inc.	M/HA	MBE, SBE, EBE	7.29%	\$ 525,000.00
Safework, Inc.	F/C	WBE, SBE, EBE	7.91%	\$ 569,588.69
Tupper Consultants	M/APA	MBE, SBE	13.83%	\$ 996,000.00
<b>Total MBE Participation</b>			<b>51.91%</b>	<b>\$3,737,577.39</b>
<b>Total WBE Participation</b>			<b>24.17%</b>	<b>\$1,739,932.19</b>
<b>Total SBE Participation</b>			<b>76.08%</b>	<b>\$5,477,509.58</b>
<b>Total EBE Participation</b>			<b>33.77%</b>	<b>\$2,431,509.58</b>
<b>Total OBE Participation</b>			<b>8.30%</b>	<b>\$ 597,780.79</b>
<b>Subtotal Subconsultant Participation</b>			<b>84.38%</b>	<b>\$5,908,712.98</b>
<b>Prime Participation</b>			<b>15.62%</b>	<b>\$1,291,287.02</b>
<b>Total NTP Amount</b>				<b>\$7,200,000.00</b>

***TOS No. 7 Venice Dual Force Main and Venice Pumping Plant Emergency Generator Replacement Support Services***

MJA has complied with the BIP requirements and has pledged 41.63 percent MBE, 19.11 percent WBE, 34.68 percent SBE, 4.80 percent EBE and 0.00 percent OBE participation levels for this Contract Amendment No. 1.

MJA added three subconsultants after the MJA and Caldwell conducted mini outreaches to multiple firms, and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for MJA was the following:

Table 27: TOS No. 7				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
DC Engineering Group	M/SAA	MBE, SBE, EBE	0.00 %	\$ 0.00
FPA Underground, Inc.	M/APA	MBE	0.00%	\$ 0.00
GHD, Inc.		OBE	0.24%	\$ 6,231.50
Lee & Ro-	M/APA	MBE, SBE	4.48%	\$ 115,412.16
Murakawa Communications	F/APA	WBE, SBE, EBE	4.64 %	\$ 119,634.32
Sapphos Environmental, Inc.	F/HA	WBE, SBE	9.23 %	\$ 237,800.79
Scott Foster Engineering, Inc.		EBE, SBE	0.52%	\$ 13,390.00
Tupper Consultants	M/APA	MBE, SBE	11.29%	\$ 290,992.62
<b>Total MBE Participation</b>			<b>25.00%</b>	<b>\$ 644,205.57</b>
<b>Total WBE Participation</b>			<b>13.87%</b>	<b>\$ 357,435.11</b>
<b>Total SBE Participation</b>			<b>30.16%</b>	<b>\$ 777,229.89</b>
<b>Total EBE Participation</b>			<b>5.16%</b>	<b>\$ 133,024.32</b>
<b>Subtotal Subconsultant Participation</b>			<b>30.40%</b>	<b>\$ 783,461.39</b>
<b>Prime Participation</b>			<b>69.60%</b>	<b>\$1,793,080.60</b>
<b>Total Invoiced to Date</b>				<b>\$2,576,541.99</b>

Pledged participation including Amendment No. 1:

Table 28: TOS No. 7				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
DC Engineering Group	M/SAA	MBE, SBE, EBE	0.34%	\$ 10,000.00
FPA Underground, Inc.	M/APA	MBE	11.40%	\$ 340,000.00
GHD, Inc.		OBE	0.21%	\$ 6,231.50
Lee & Ro	M/APA	MBE, SBE	5.03%	\$ 150,000.00
Murakawa Communications	F/APA	WBE, SBE, EBE	4.01%	\$ 119,634.32
Sapphos Environmental, Inc.	F/HA	MBE, SBE	15.09%	\$ 450,000.00
Scott Foster Engineering, Inc.		EBE, SBE	0.45%	\$ 13,390.00
Tupper Consultants	M/APA	MBE, SBE	9.76%	\$ 290,992.62
<b>Total MBE Participation</b>			<b>41.63%</b>	<b>\$1,240,992.62</b>
<b>Total WBE Participation</b>			<b>19.11%</b>	<b>\$ 569,634.32</b>
<b>Total SBE Participation</b>			<b>34.68%</b>	<b>\$1,034,016.94</b>
<b>Total EBE Participation</b>			<b>4.80%</b>	<b>\$ 143,024.32</b>
<b>Subtotal Subconsultant Participation</b>			<b>46.30%</b>	<b>\$1,380,248.44</b>
<b>Prime Participation</b>			<b>53.70%</b>	<b>\$1,601,105.08</b>
<b>Total NTP Amount</b>				<b>\$2,981,353.52</b>



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**Parson Environment and Infrastructure, Inc. (PE&IG) (C-129661)**

**TOS No. 1 Program Management/Process Engineering Support Services for the EED**

PE&IG has complied with the BIP requirements and has pledged 16.59 percent MBE, 19.27 percent WBE, 36.82 percent SBE, 24.82 percent EBE, 2.00 percent DVBE and 0.85 percent OBE participation levels for this Contract Amendment No. 1.

PE&IG added four subconsultants after the initial contract execution. These subconsultants were added to the contract after PE&IG conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work. As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for PE&IG was the following:

Table 29: TOS No. 1				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
CADSTAR, Inc.	F/HA	WBE	0.00%	\$ 0.00
California Structural Works		OBE	0.49%	\$ 30,240.00
CH2M Hill Engineers, Inc. (subsidiary of Jacobs)		OBE	0.58%	\$ 36,007.18
E2020 Technology, Inc.	M/APA	MBE	0.60%	\$ 36,900.00
Lee & Ro	M/APA	MBE, SBE	0.00%	\$ 0.00
Paul Hansen Engineering, LLC.		EBE, SBE	0.99%	\$ 61,428.00
PMCS Group	F/C	WBE, SBE, EBE	9.41%	\$ 581,784.31
Project Partners, Inc.	M/APA	MBE, SBE	7.98%	\$ 493,433.29
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	0.15%	\$ 9,281.50
SEITec		SBE, EBE	0.16%	\$ 9,800.00
MLA Green Inc. dba Mia Lehrer & Associates	F/HA	MBE	0.16%	\$ 10,000.00
Value Management Institute		SBE, EBE, DVBE	0.00%	\$ 0.00
VTA Consulting Engineers	M/SAA	MBE, SBE, EBE	0.00%	\$ 0.00
<b>Total MBE Participation</b>			<b>8.74%</b>	<b>\$ 540,333.29</b>
<b>Total WBE Participation</b>			<b>9.56%</b>	<b>\$ 591,065.81</b>
<b>Total SBE Participation</b>			<b>18.69%</b>	<b>\$1,155,727.10</b>
<b>Total EBE Participation</b>			<b>10.71%</b>	<b>\$ 662,293.81</b>
<b>Total DVBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total OBE Participation</b>			<b>1.07%</b>	<b>\$ 66,247.18</b>
<b>Subtotal Subconsultant Participation</b>			<b>20.52%</b>	<b>\$1,276,549.28</b>
<b>Prime Participation</b>			<b>79.48%</b>	<b>\$4,906,710.45</b>
<b>Total Invoiced to Date</b>				<b>\$6,183,259.73</b>

Pledged participation including Amendment No. 1:

Table 30: TOS No. 1				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
CADSTAR, Inc.	F/HA	WBE	2.00%	\$ 160,000.00
California Structural Works		OBE	0.38%	\$ 30,240.00
CH2M Hill Engineers, Inc. (subsidiary of Jacobs)		OBE	0.47%	\$ 37,916.99
E2020 Technology, Inc.	M/APA	MBE	0.46%	\$ 36,900.00
Lee & Ro	M/APA	MBE, SBE	2.00%	\$ 160,000.00
Paul Hansen Engineering, LLC.		SBE, EBE	1.43%	\$ 114,144.00
PMCS Group	F/C	WBE, SBE, EBE	7.27%	\$ 531,784.31
Project Partners, Inc.	M/APA	MBE, SBE	10.00%	\$ 800,000.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	10.00%	\$ 800,000.00
SEITec		SBE, EBE	0.13%	\$ 10,000.00
MLA Green, Inc. dba Mia Lehrer & Associates	F/HA	MBE	0.13%	\$ 10,000.00
Value Management Institute		SBE, EBE, DVBE	2.00%	\$ 160,000.00
VT Consulting Engineers	M/SAA	MBE, SBE, EBE	4.00%	\$ 320,000.00
<b>Total MBE Participation</b>			<b>16.59%</b>	<b>\$1,326,907.00</b>
<b>Total WBE Participation</b>			<b>19.27%</b>	<b>\$1,541,784.31</b>
<b>Total SBE Participation</b>			<b>36.82%</b>	<b>\$2,945,928.31</b>
<b>Total EBE Participation</b>			<b>24.82%</b>	<b>\$1,985,928.31</b>
<b>Total DVBE Participation</b>			<b>2.00%</b>	<b>\$ 160,000.00</b>
<b>Total OBE Participation</b>			<b>0.85%</b>	<b>\$ 68,156.99</b>
<b>Subtotal Subconsultant Participation</b>			<b>40.26%</b>	<b>\$3,220,985.30</b>
<b>Prime Participation</b>			<b>59.74%</b>	<b>\$4,779,014.70</b>
<b>Total NTP Amount</b>				<b>\$8,000,000.00</b>

### ***Psomas (C-129662)***

#### ***TOS No. 53 Development Services Procedure Manual and B-Permit Plan Check Services***

Psomas has complied with the BIP requirements and has pledged 15.65 percent MBE, 0.68 percent WBE, 21.02 percent SBE, 15.91 percent EBE, 5.11 percent DVBE and 2.29 percent OBE participation levels for this Contract Amendment No. 1.

Psomas added four subconsultants after the initial contract execution. These subconsultants were added to the contract after Psomas conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.



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As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Psomas was the following:

Table 31: TOS No. 53				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
AndersonPenna Partners, Inc.		OBE	0.00%	\$ 0.00
Customer Service Advantage, Inc.		SBE, EBE	4.89%	\$ 206,251.00
Giantsteps LAX, LLC. dba Fundamental Design Group		OBE	2.14%	\$ 90,473.00
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	0.07%	\$ 3,085.00
Project Partners, Inc.	M/APA	MBE, SBE, EBE	9.66%	\$ 407,360.78
Sam Scully Staffing	F/SAA	MBE, SBE, DVBE	5.13%	\$ 216,559.00
<b>Total MBE Participation</b>			<b>14.79%</b>	<b>\$ 623,919.78</b>
<b>Total WBE Participation</b>			<b>0.07%</b>	<b>\$ 3,085.00</b>
<b>Total SBE Participation</b>			<b>19.75%</b>	<b>\$ 833,255.78</b>
<b>Total EBE Participation</b>			<b>14.62%</b>	<b>\$ 616,696.78</b>
<b>Total DVBE Participation</b>			<b>5.13%</b>	<b>\$ 216,559.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>21.89%</b>	<b>\$ 923,728.78</b>
<b>Prime Participation</b>			<b>78.11%</b>	<b>\$3,294,372.99</b>
<b>Total Invoiced to Date</b>				<b>\$4,218,101.77</b>

Pledged participation including Amendment No. 1:

Table 32: TOS No. 53				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
AndersonPenna Partners, Inc.		OBE	0.00%	\$ 0.00
Customer Service Advantage, Inc.		SBE, EBE	4.69%	\$206,251.00
Giantsteps LAX, LLC. dba Fundamental Design Group		OBE	2.29%	\$ 100,502.00
McCormick Busse, Inc. dba MBI Media	F/C	WBE, SBE, EBE	0.68%	\$ 30,002.00
Project Partners, Inc.	M/APA	MBE, SBE, EBE	10.54%	\$ 463,183.00
Sam Scully Staffing	F/SAA	MBE, SBE, EBE, DVBE	5.11%	\$ 224,680.00
<b>Total MBE Participation</b>			<b>15.65%</b>	<b>\$ 687,863.00</b>
<b>Total WBE Participation</b>			<b>0.68%</b>	<b>\$ 30,002.00</b>
<b>Total SBE Participation</b>			<b>21.02%</b>	<b>\$ 924,116.00</b>
<b>Total EBE Participation</b>			<b>15.91%</b>	<b>\$ 699,436.00</b>
<b>Total DVBE Participation</b>			<b>5.11%</b>	<b>\$ 224,680.00</b>
<b>Total OBE Participation</b>			<b>2.29%</b>	<b>\$ 100,502.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>23.31%</b>	<b>\$1,024,618.00</b>
<b>Prime Participation</b>			<b>76.69%</b>	<b>\$3,370,946.00</b>
<b>Total NTP Amount</b>				<b>\$4,395,564.00</b>

**Stantec (C-129563)****TOS No. 14 Los Angeles River and the Arroyo Seco Low Flow Diversion Projects**

Stantec has complied with the BIP requirements and has pledged 29.57 percent MBE, 3.64 percent WBE, 27.12 percent SBE, 10.62 percent EBE, and 10.62 percent OBE participation levels for this Contract Amendment No. 1.

Stantec has added six subconsultants to their contract: Surveying & Drafting Services, Inc., Consensus, Inc., C Below, JM Diaz, Inc., Terry Hayes & Associates, and Geosyntec Consultant.

Stantec added seven subconsultants after the initial contract execution. These subconsultants were added to the contract after Stantec conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Stantec was the following:

<b>Table 33: TOS No. 14</b>				
<b>Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total Invoiced</b>	<b>Amount Invoiced to Date</b>
C Below, Inc.		OBE	2.59%	\$ 32,692.00
CWE	M/SAA	MBE, SBE	9.11%	\$ 115,197.00
Consensus, Inc.	F/C	WBE	5.70%	\$ 71,996.67
Converse Consultants	M/APA	MBE	2.63%	\$ 33,299.00
CPM Construction, Inc.	M/SAA	MBE, SBE, EBE	2.15%	\$ 27,187.00
CPM Consulting, Inc.			0.00%	\$ 0.00
Diaz Yourman & Associates, Inc.	M/HA	MBE, SBE	0.00%	\$ 0.00
GeoSyntec Consultants		OBE	4.75%	\$ 59,996.25
JMDiaz, Inc.	M/HA	MBE, SBE, EBE	5.07%	\$ 64,045.65
Surveying & Drafting Services, Inc.		SBE, EBE	2.68%	\$ 33,930.00
Terry A. Hayes & Associates	M/AA	MBE, SBE, EBE	1.33%	\$ 16,808.94
<b>Total MBE Participation</b>			<b>20.29%</b>	<b>\$256,537.79</b>
<b>Total WBE Participation</b>			<b>5.70%</b>	<b>\$ 71,996.67</b>
<b>Total SBE Participation</b>			<b>20.34%</b>	<b>\$ 257,168.79</b>
<b>Total EBE Participation</b>			<b>11.23%</b>	<b>\$ 141,971.59</b>
<b>Total OBE Participation</b>			<b>7.33%</b>	<b>\$ 92,688.25</b>
<b>Subtotal Subconsultant Participation</b>			<b>36.01%</b>	<b>\$ 455,152.71</b>
<b>Prime Participation</b>			<b>63.99%</b>	<b>\$ 809,021.11</b>
<b>Total Invoiced to Date</b>				<b>\$1,264,173.82</b>



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Pledged participation including Amendment No. 1:

Table 34: TOS No. 14				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
C Below, Inc.		OBE	2.80%	\$ 55,330.00
CWE	M/SAA	MBE, SBE	12.48%	\$ 246,766.00
Consensus, Inc.	F/C	WBE	3.64%	\$ 71,996.67
Converse Consultants	M/APA	MBE	4.16%	\$ 82,340.00
CPM Construction, Inc.	M/SAA	MBE, SBE, EBE	1.37%	\$ 27,187.00
CPM Consulting, Inc.		OBE	0.94%	\$ 18,663.00
Diaz Yourman & Associates, Inc.	M/HA	MBE, SBE	4.16%	\$ 82,340.00
GeoSyntec Consultants		OBE	6.88%	\$ 136,092.00
JMDiaz, Inc.	M/HA	MBE, SBE, EBE	5.20%	\$ 102,871.00
Surveying & Drafting Services, Inc.		SBE, EBE	1.72%	\$ 33,930.00
Terry A. Hayes & Associates	M/AA	MBE, SBE, EBE	2.18%	\$ 43,185.00
<b>Total MBE Participation</b>			<b>29.57%</b>	<b>\$ 584,689.00</b>
<b>Total WBE Participation</b>			<b>3.64%</b>	<b>\$ 71,996.67</b>
<b>Total SBE Participation</b>			<b>27.12%</b>	<b>\$ 536,279.00</b>
<b>Total EBE Participation</b>			<b>10.48%</b>	<b>\$ 207,173.00</b>
<b>Total OBE Participation</b>			<b>10.62%</b>	<b>\$ 210,085.00</b>
<b>Subtotal Subconsultant Participation</b>			<b>45.55%</b>	<b>\$ 900,700.67</b>
<b>Prime Participation</b>			<b>54.45%</b>	<b>\$1,076,650.33</b>
<b>Total NTP Amount</b>				<b>\$1,977,351.00</b>

***Tetra Tech (C-129660)***

***TOS No. 11 Aliso Creek-Limekiln Creek Restoration Project***

Tetra Tech has complied with the BIP requirements and has pledged 43.52 percent MBE, 89.85 percent WBE, 89.85 percent SBE, 85.72 percent EBE, levels for this Contract Amendment No. 1.

Tetra Tech added one subconsultant after the initial contract execution. These subconsultants were added to the contract after Tetra Tech conducted mini outreaches to multiple firms and BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Tetra Tech was the following:

Table 35: TOS No. 11				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Archaeo Paleo Resource Management, Inc.	F/C	WBE, SBE	0.00%	\$ 0.00
Ninyo & Moore	M/HA	MBE	0.00%	\$ 0.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	0.00%	\$ 0.00
The Robert Group Inc	F/AA	WBE, SBE, EBE	0.00%	\$ 0.00
<b>Prime Participation</b>			<b>100.00%</b>	<b>\$123,775.38</b>
<b>Total Invoiced to Date</b>				<b>\$123,775.38</b>

Pledged participation including Amendment No. 1:

Table 36: TOS No. 11				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Archaeo Paleo Resource Management, Inc.	F/C	WBE, SBE	4.13%	\$ 5,107.90
Ninyo & Moore	M/HA	MBE	43.52%	\$ 53,861.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	68.67%	\$ 85,000.00
The Robert Group, Inc.	F/AA	WBE, SBE, EBE	17.05%	\$ 21,107.55
<b>Total MBE Participation</b>			<b>43.52%</b>	<b>\$ 53,861.00</b>
<b>Total WBE Participation</b>			<b>89.85%</b>	<b>\$111,215.45</b>
<b>Total SBE Participation</b>			<b>89.85%</b>	<b>\$111,215.45</b>
<b>Total EBE Participation</b>			<b>85.72%</b>	<b>\$106,107.55</b>
<b>Subtotal Subconsultant Participation</b>			<b>133.37%</b>	<b>\$165,076.45</b>
<b>Prime Participation</b>			<b>0.00%</b>	<b>(\$ 41,301.07)</b>
<b>Total NTP Amount</b>				<b>\$123,775.38</b>

#### ***TOS No. 25.1 Stormwater Capture Parks Program***

Tetra Tech has complied with the BIP requirements and has pledged 21.17 percent MBE, 8.94 percent WBE, 25.38 percent SBE, 14.61 percent EBE, 4.18 percent DVBE and 19.49 percent OBE participation levels for this Contract Amendment No. 1.

Tetra Tech added 13 subconsultants after the initial contract execution. These subconsultants were added to the contract after Tetra Tech conducted mini outreaches to multiple firms



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and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Tetra Tech was the following:

Table 37: TOS No. 25.1				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
American Integrated Services, Inc.	M/HA	MBE	0.17%	\$ 7,012.50
C Below, Inc.		OBE	0.22%	\$ 8,890.00
California Testing & Inspections, Inc.	F/HA	WBE, SBE	0.49%	\$ 20,244.00
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE	2.31%	\$ 94,900.00
GDML dba Dake Luna	M/HA	MBE, SBE	6.92%	\$ 284,389.75
Eurofins Calscience, LLC.		OBE	0.02%	\$ 925.00
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE	1.64%	\$ 67,375.40
GEO Vision		OBE	0.10%	\$ 4,000.00
GeoSyntec Consultants		OBE	15.30%	\$ 628,803.11
Kehoe Testing & Engineering		OBE	0.61%	\$ 24,940.00
MARRS Services, Inc.	F/APA	WBE, SBE	2.83%	\$ 116,504.88
Martini Drilling Corporation	M/HA	MBE	2.69%	\$ 110,658.00
Ninyo & Moore	M/HA	MBE	2.85%	\$ 116,964.00
Project X Engineers, Inc.	M/HA	MBE	0.01%	\$ 600.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	6.72%	\$ 276,040.00
Richard Watson & Associates, Inc. (RWA)		OBE	0.00%	\$ 0.00
VCA Engineers, Inc.	M/APA	MBE, SBE, EBE	3.10%	\$ 127,544.63
Willdan		OBE	0.00%	\$ 0.00
<b>Total MBE Participation</b>			<b>19.69%</b>	<b>\$ 809,444.28</b>
<b>Total WBE Participation</b>			<b>10.04%</b>	<b>\$ 412,788.88</b>
<b>Total SBE Participation</b>			<b>24.01%</b>	<b>\$ 986,998.66</b>
<b>Total EBE Participation</b>			<b>13.77%</b>	<b>\$ 565,860.03</b>
<b>Total DVBE Participation</b>			<b>3.95%</b>	<b>\$ 162,275.40</b>
<b>Total OBE Participation</b>			<b>16.25%</b>	<b>\$ 667,558.11</b>
<b>Subtotal Subconsultant Participation</b>			<b>45.98%</b>	<b>\$1,889,791.27</b>
<b>Prime Participation</b>			<b>54.02%</b>	<b>\$2,220,723.73</b>
<b>Total Invoiced to Date</b>				<b>\$4,110,515.00</b>

Pledged participation including Amendment No. 1:

<b>Table 38: TOS No. 25.1</b>				
<b>Pledged Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
American Integrated Services, Inc.	M/HA	MBE	0.37%	\$ 19,800.00
C Below, Inc.		OBE	0.48%	\$ 25,350.00
California Testing & Inspections, Inc.	F/HA	WBE, SBE	0.50%	\$ 26,620.00
Calvada Surveying, Inc.	M/HA	MBE, SBE, EBE, DVBE	1.79%	\$ 94,900.00
GDML dba Dake Luna Consultants	M/HA	MBE, SBE	8.07%	\$ 427,981.04
Eurofins Calscience, Inc.		OBE	0.02%	\$ 925.00
FMF Pandion	M/NA	MBE, SBE, EBE, DVBE	2.39%	\$ 126,590.00
GEO Vision		OBE	0.08%	\$ 4,000.00
GeoSyntec Consultants		OBE	17.24%	\$ 914,185.24
Kehoe Testing & Engineering		OBE	0.47%	\$ 24,940.00
MARRS Services, Inc.	F/APA	WBE, SBE	2.20%	\$ 116,504.88
Martini Drilling Corporation	M/HA	MBE	2.14%	\$ 113,500.00
Ninyo & Moore	M/HA	MBE	2.21%	\$ 116,964.00
Project X Engineers Inc	M/HA	MBE	0.01%	\$ 600.00
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	F/APA	WBE, SBE, EBE	6.25%	\$ 331,200.00
RWA		OBE	0.54%	\$ 28,442.68
VCA Engineers	M/APA	MBE, SBE, EBE	4.19%	\$ 222,300.00
Willdan		OBE	0.68%	\$ 36,000.00
<b>Total MBE Participation</b>			<b>21.17%</b>	<b>\$1,122,635.04</b>
<b>Total WBE Participation</b>			<b>8.94%</b>	<b>\$ 474,324.88</b>
<b>Total SBE Participation</b>			<b>25.38%</b>	<b>\$1,346,095.92</b>
<b>Total EBE Participation</b>			<b>14.61%</b>	<b>\$ 774,990.00</b>
<b>Total DVBE Participation</b>			<b>4.18%</b>	<b>\$ 221,490.00</b>
<b>Total OBE Participation</b>			<b>19.49%</b>	<b>\$1,033,842.92</b>
<b>Subtotal Subconsultant Participation</b>			<b>49.61%</b>	<b>\$2,630,802.84</b>
<b>Prime Participation</b>			<b>50.39%</b>	<b>\$2,672,392.16</b>
<b>Total NTP Amount</b>				<b>\$5,303,195.00</b>

***TOS No. 26 Floodplain Management Plan***

Tetra Tech has complied with the BIP requirements and has pledged 13.32 percent MBE participation levels for this Contract Amendment No. 1.

Tetra Tech added one subconsultant after the initial contract execution. These subconsultants were added to the contract after Tetra Tech conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.



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As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for Tetra Tech was the following:

Table 39: TOS No. 26				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/E BE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Katherine Padilla & Associates	F/HA	MBE	14.37%	\$ 52,342.32
<b>Total MBE Participation</b>			<b>14.37%</b>	<b>\$ 52,342.32</b>
<b>Subtotal Subconsultant Participation</b>			<b>14.37%</b>	<b>\$ 52,342.32</b>
<b>Prime Participation</b>			<b>85.63%</b>	<b>\$312,014.99</b>
<b>Total Invoiced to Date</b>				<b>\$364,357.31</b>

Pledged participation including Amendment No. 1:

Table 40: TOS No. 26				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Katherine Padilla & Associates	F/HA	MBE	13.32%	\$ 52,342.32
<b>Total MBE Participation</b>			<b>13.32%</b>	<b>\$ 52,342.32</b>
<b>Subtotal Subconsultant Participation</b>			<b>13.32%</b>	<b>\$ 52,342.32</b>
<b>Prime Participation</b>			<b>86.68%</b>	<b>\$340,484.68</b>
<b>Total NTP Amount</b>				<b>\$392,827.00</b>

**WSP (C-129665)**

**TOS No. 13 Taylor Yard G2 Parcel - Interim Uses**

WSP has complied with the BIP requirements and has pledged 19.55 percent MBE, 3.54 percent WBE, 20.54 percent SBE, 7.09 percent EBE, 1.18 percent DVBE and 19.78 percent OBE participation levels for this Contract Amendment No. 1.

WSP added 13 subconsultants after the initial contract execution. These subconsultants were added to the contract after WSP conducted mini outreaches to multiple firms and the BOE staff reviewed and approved the additions of each subconsultant prior to the assignment of any work.

As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for WSP was the following:

Table 41: TOS No. 13				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Arup Engineers	-	OBE	0.00%	\$ 0.00
CWE	M/SAA	MBE, SBE, EBE	4.33%	\$ 116,057.17
Council for Watershed Health		OBE	0.37%	\$ 10,000.00
Counts Unlimited, Inc.		SBE, EBE	0.15%	\$ 4,050.00
ECORP Consulting		OBE	1.54%	\$ 41,297.78
Estolano Advisors	F/HA	WBE, SBE, EBE	1.68%	\$ 45,183.53
EW Consulting, Inc.	F/C	WBE, SBE, EBE	1.86%	\$ 49,950.50
Foster + Partners		OBE	0.00%	\$ 0.00
Friends of the Los Angeles River		OBE	0.91%	\$ 24,300.00
HR&A Advisors, Inc.		OBE	3.16%	\$ 84,680.00
Isaac Brown Ecology Studio		OBE	0.56%	\$ 15,000.00
Key Translations International		OBE	0.21%	\$ 5,682.88
Landar Paisaje y Arquitectura		OBE	0.56%	\$ 15,000.00
Mujeres de la Tierra		OBE	4.65%	\$ 124,607.80
SCST, Inc.		DVBE	0.00%	\$ 0.00
Selgascano		OBE	1.49%	\$ 40,000.00
MLA Green Inc. dba Mia Lehrer & Associates	F/HA	MBE, SBE	15.22%	\$ 408,144.25
<b>Total MBE Participation</b>			<b>19.55%</b>	<b>\$ 524,201.42</b>
<b>Total WBE Participation</b>			<b>3.54%</b>	<b>\$ 95,134.03</b>
<b>Total SBE Participation</b>			<b>23.24%</b>	<b>\$ 623,385.45</b>
<b>Total EBE Participation</b>			<b>8.02%</b>	<b>\$ 215,241.20</b>
<b>Total DVBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total OBE Participation</b>			<b>13.45%</b>	<b>\$ 360,568.46</b>
<b>Subtotal Subconsultant Participation</b>			<b>36.69%</b>	<b>\$ 983,953.91</b>
<b>Prime Participation</b>			<b>63.31%</b>	<b>\$1,698,389.32</b>
<b>Total Invoiced to Date</b>				<b>\$2,682,343.23</b>

Pledged participation including Amendment No. 1:

Table 42: TOS No. 13				
Pledged Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total NTPs	Amount of Total NTPs
Arup Engineers		OBE	0.31%	\$ 10,437.00
CWE	M/SAA	MBE, SBE, EBE	3.43%	\$ 116,057.17
Council for Watershed Health		OBE	1.36%	\$ 46,000.00
Counts Unlimited, Inc.		SBE, EBE	0.12%	\$ 4,050.00
ECORP Consulting		OBE	1.22%	\$ 41,297.78
Estolano Advisors	F/C	WBE, SBE	1.34%	\$ 45,183.53
EW Consulting, Inc.	F/C	WBE, SBE, EBE	2.20%	\$ 74,315.00
Foster + Partners		OBE	0.35%	\$ 12,000.00
Friends of the Los Angeles River		OBE	1.63%	\$ 55,000.00
HR&A Advisors, Inc.		OBE	2.51%	\$ 84,680.00
Isaac Brown Ecology Studio		SBE, EBE	0.52%	\$ 17,500.00



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Key Translations International		OBE	0.17%	\$ 5,682.88
Landar Paisaje y Arquitectura		OBE	0.44%	\$ 15,000.00
Mujeres de la Tierra		OBE	4.61%	\$ 156,000.00
SCST, Inc.		DVBE	1.18%	\$ 39,926.00
Selgascano		OBE	6.66%	\$ 225,000.00
MLA Green Inc. dba Mia Lehrer & Associates	F/HA	MBE, SBE	13.45%	\$ 454,719.00
<b>Total MBE Participation</b>			<b>16.89%</b>	<b>\$ 570,776.17</b>
<b>Total WBE Participation</b>			<b>3.54%</b>	<b>\$ 119,498.53</b>
<b>Total SBE Participation</b>			<b>20.54%</b>	<b>\$ 694,324.70</b>
<b>Total EBE Participation</b>			<b>7.09%</b>	<b>\$ 239,605.70</b>
<b>Total DVBE Participation</b>			<b>1.18%</b>	<b>\$ 39,926.00</b>
<b>Total OBE Participation</b>			<b>19.78%</b>	<b>\$ 668,597.66</b>
<b>Subtotal Subconsultant Participation</b>			<b>41.50%</b>	<b>\$1,402,848.36</b>
<b>Prime Participation</b>			<b>58.50%</b>	<b>\$1,977,460.48</b>
<b>Total NTP Amount</b>				<b>\$3,380,308.84</b>

***TOS No. 22 Donald C. Tillman Water Reclamation Plant Administration Building Heating Ventilation and Air Conditioning Replacement***

WSP has complied with the BIP requirements and has pledged 0.34 percent WBE, 9.47 percent SBE, and 9.13 percent EBE participation levels for this Contract Amendment No. 1. As of December 13, 2021, the MBE/WBE/SBE/EBE/DVBE/OBE subconsultant information for WSP was the following:

Table 43: TOS No. 22				
Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE	(%) of Total Invoiced	Amount Invoiced to Date
Lenax Construction Services, Inc.	F/C	WBE, SBE	0.00%	\$ 0.00
Masbuild AEC, Inc.		SBE, EBE	2.20%	\$ 1,969.80
<b>Total MBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total WBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total SBE Participation</b>			<b>2.20%</b>	<b>\$ 1,969.80</b>
<b>Total EBE Participation</b>			<b>2.20%</b>	<b>\$ 1,969.80</b>
<b>Subtotal Subconsultant Participation</b>			<b>2.20%</b>	<b>\$ 1,969.80</b>
<b>Prime Participation</b>			<b>97.80%</b>	<b>\$87,441.77</b>
<b>Total Invoiced to Date</b>				<b>\$89,411.57</b>

Pledged participation including Amendment No. 1:

<b>Table 44: TOS No. 22</b>				
<b>Pledged Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
Lenax Construction Services, Inc.	F/C	WBE, SBE	0.34%	\$ 400.00
Masbuild AEC, Inc.		SBE, EBE	9.13%	\$ 10,859.88
<b>Total MBE Participation</b>			<b>0.00%</b>	<b>\$ 0.00</b>
<b>Total WBE Participation</b>			<b>0.34%</b>	<b>\$ 400.00</b>
<b>Total SBE Participation</b>			<b>9.47%</b>	<b>\$ 11,259.88</b>
<b>Total EBE Participation</b>			<b>9.13%</b>	<b>\$ 10,859.88</b>
<b>Subtotal Subconsultant Participation</b>			<b>9.47%</b>	<b>\$ 11,259.88</b>
<b>Prime Participation</b>			<b>90.53%</b>	<b>\$107,660.59</b>
<b>Total NTP Amount</b>				<b>\$118,920.47</b>

#### ***Compliance with City and Board Policies***

All consultants participating in this program are subject to compliance with the following City Ordinances and policies: Business Tax Registration Certificate; Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Program; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance; and Best Terms. The consultants will comply with the requirements of the BIP Program. Failure to comply with all requirements will render the consultants contract subject to termination pursuant to the conditions therein.

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

<b>Consultant</b>	<b>Total No. of Employees</b>	<b>No. of Employees Residing in L.A.</b>	<b>(%) of Employees Residing in L.A.</b>
AECOM	21,788	710	3.26%
Arcadis	4,758	18	0.38%
ARUP North America, Ltd.	1,421	75	5.28%
Atkins North America, Inc.	2,159	0	0.00%
Black & Veatch Corporation	9,500	19	0.20%
Brown and Caldwell	1,491	4	0.27%
Carollo	982	22	2.24%
CDM	5,055	34	0.67%
CH2M Hill Engineers, Inc.	20,000	65	0.33%
DRC&D	36	13	36.11%
Geosyntec Consultants, Inc.	1,150	6	0.52%



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	350	3	0.86%
Hazen & Sawyer	942	15	1.59%
HDR	9,788	26	0.27%
Kennedy/Jenks Consultants	456	2	0.44%
Lee & Ro	57	1	1.75%
MARRS Services, Inc.	57	6	10.53%
MJA	254	7	2.76%
Stantec	1,663	20	1.20%
PE&IG	8,051	55	0.68%
Psomas	551	30	5.44%
Woodard & Curran, Inc.	128	16	12.50%
Tetra Tech	13,991	50	0.36%
WSP	6,820	24	0.35%

#### ***Contractor Performance Evaluation***

The quality of the work performed by the consultants will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code) which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The critiques are kept on file by the BCA for reference by other City departments and agencies.

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

The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) in August 2020. In compliance with Charter Section 1022, on August 18, 2021, the CAO determined that it was neither more feasible nor economical to utilize consultants to perform this work rather than City employees. However, since a new PQOC list could not be established due to the COVID-19 pandemic, the CAO recommends that the BOE be permitted to continue contracting engineering services for wastewater and stormwater related projects on an as-needed basis.

#### ***City Attorney Review***

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

#### **STATUS OF FUNDING**

No additional funding is required for extending the term of the contracts. Funding will be obtained on a task-by-task basis.

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

( EBW GV RMK AM )

Report reviewed by:

Respectfully submitted,

BOE (ADM and PAC)



Report prepared by:

Environmental Engineering Division

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

Ethan Wong, PE, CCM, ENV SP  
Division Manager  
Phone No : (310) 648 6120



Compliance review performed  
and approved by:

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



Lynda McGlinchey Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration

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Questions regarding this  
report may be referred to:  
Nadir Shah, Senior Civil Engineer  
Phone No.: (310) 648-6197  
E-mail: nadir.shah@lacity.org



Department of Public Works

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

**BPW-2017-0615**

Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 3

AND REFERRED TO THE MAYOR  
JUN 26 2017

June 26, 2017  
CD Nos. All

  
Executive Officer  
Board of Public Works

**REQUEST FOR AUTHORITY TO EXECUTE PERSONAL SERVICES CONTRACTS WITH PRE-QUALIFIED ON-CALL (PQOC) WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES CONSULTANTS**

**RECOMMENDATIONS**

1. Declare CivilEarth Engineering (CivilEarth) to be deemed non-responsive as discussed in this report.
2. Approve and forward this report with transmittals to the Mayor requesting that he approve and authorize the President or two Commissioners of the Board of Public Works (Board) to execute the personal services contracts between the City and the PQOC Wastewater and Environmental Engineering Services Consultants. The consultants will provide as-needed services for various Public Works projects. The 24 PQOC Wastewater and Environmental Engineering Services Consultants are:
  1. AECOM Technical Services, Inc.
  2. Arcadis
  3. ARUP
  4. Atkins North America, Inc.
  5. Black & Veatch Corporation
  6. Brown and Caldwell
  7. Carollo Engineers, Inc.
  8. CDM Smith, Inc.
  9. CH2M Hill Engineers, Inc.
  10. D R Consultants & Designers, Inc.
  11. GeoSyntec Consultants, Inc.
  12. Hatch Associates Consultants, Inc.
  13. Hazen & Sawyer
  14. HDR Engineering, Inc.
  15. Kennedy/Jenks Consultants
  16. Lee & Ro, Inc.
  17. MARRS Services, Inc.

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18. McMillen Jacobs Associates
  19. Stantec Consulting Services, Inc.
  20. Parsons Environment & Infrastructure Group, Inc.
  21. Psomas
  22. Tetra Tech, Inc.
  23. RMC Water and Environment
  24. Parsons Brinckerhoff, Inc.
3. Notify the Bureau of Engineering (BOE), Environmental Engineering Division (EED), Michael Sarullo, Phone No. (310) 648-6120, when the contracts are ready to be executed by the Board; whereupon, five original copies of each of the contracts will be delivered to the Executive Officer of the Board for signature.
  4. Upon execution, request the City Clerk to attest and certify the five original copies of the personal services contracts. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Michael Sarullo.

#### **FISCAL IMPACT STATEMENT**

Because the proposed contracts are for as-needed services, the contracts do not have any financial impact on the City. The BOE will ensure that adequate funds are available to cover the costs for work on a specific project prior to requesting proposals from the firms.

#### **TRANSMITTALS**

1. Copy of the BOE and Bureau of Contract Administration (BCA) Joint Report No. 1, adopted on September 19, 2016, authorizing advertisement of the Request for Qualifications (RFQ).
2. Copy of the RFQ entitled "PQOC Wastewater and Environmental Engineering Consultants List".
3. List of firms responding to the RFQ.
4. Copy of the Statement of Qualifications (SOQ) as submitted by each firm selected for the PQOC Wastewater and Environmental Engineering Services Consultants List.
5. Master copy of the proposed personal services contract between the City and the selected firms.
6. Copy of the Master RFQ/Request for Proposal Contract Checklist, Item Nos. 11-14 completed.
7. Copy of the Personal Services Contracting Process Checklist, Item Nos. 7-9 completed.



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8. Copy of the letter dated January 26, 2017 from the Office of Contract Compliance (OCC) to CivilEarth, Attn: Mr. Peter Meng, 4770 Eureka Avenue, No. 102, Yorba Linda, CA 92885.
9. Copy of the email, dated December 19, 2016, from the OCC to CivilEarth.
10. Copy of the email, dated December 19, 2016, from CivilEarth to the OCC.
11. Copy of the email, dated January 26, 2017, from CivilEarth to the OCC.
12. Copy of CivilEarth's Schedule A, dated November 14, 2016.

## DISCUSSION

### **Background**

On September 19, 2016, the Board authorized the City Engineer to advertise and issue an RFQ to provide Wastewater and Environmental Engineering Consultant Services, on a pre-qualified, as-needed, basis (Transmittal Nos. 1 and 2). The City Engineer was also authorized to negotiate a personal services contract with each of the selected consultant firms.

A Notice-to-Advertise the RFQ was placed in newspapers, with marketing and architectural/engineering associations, and on websites. The RFQ and its attachments were uploaded to the Mayor's Los Angeles Business Assistance Virtual Network (LABAVN) website, where respondents were able to download the RFQ and attachments.

Two hundred forty-one consultants downloaded the RFQ from the LABAVN website. Twenty-five consultants submitted their SOQ on November 17, 2016 (Transmittal No. 3). The SOQs were rated by a panel from the BOE based on the following criteria:

Selection/Evaluation Criteria	
<b>Program and Project Management Qualifications</b> This includes the team's background, experience, and familiarity with wastewater and environmental engineering issues for public works projects and tasks, and the qualifications of personnel in the areas of program and project management.	15%
<b>Planning, Design and Construction Management Qualifications</b> This includes the team's background, experience, and familiarity with wastewater and environmental engineering issues for public works projects and tasks, and the qualifications of personnel in the specific areas of planning, design, construction management, computer aided design and process engineering.	15%
<b>Record of Past Performance</b> This includes responsiveness to client's needs, quality of work, completion of work on time and within budget, the response of references, and commitment to diversity. Firms shall provide list of projects, including scope, cost and contact person.	15%
<b>Cost Control</b> This includes cost control procedures, preliminary cost estimates, personnel utilization, and companies field and home office overhead rates.	15%

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<b>Overall Company Resources</b> This may include the total number of personnel and their specialized wastewater and environmental related expertise.	15%
<b>Company Access</b> Firm's location, including local office resources.	20%
<b>Familiarity with the City of Los Angeles</b> Knowledge of City of Los Angeles facilities, rules, policies and procedures.	5%
<b>Total</b>	<b>100%</b>

Based on the ranking of the SOQs (Transmittal No. 4), one of the 25 firms did not rank high enough by the selection panel, as per the selection criteria listed in the RFQ. Thus, 24 firms were recommended by the BOE review panel. A Record of Selection has been prepared outlining the selection process that staff conducted. Staff briefed the Board of Commissioners before contract negotiations began. The BOE staff completed contract negotiations on February 3, 2017, and proposed contracts were drafted (Transmittal No. 5).

#### **Local Business Preference (LBP) Program**

City Ordinance No. 181910 adopted the LBP Program. This program is designed to increase local employment and expenditures in the local private sector. Proposers that qualified as a Local Business Enterprise (LBE) were granted an additional 8 percent preference to their score at the time the RFQ responses were evaluated. The Office of Contract Compliance has verified that the following firms are certified LBE: AECOM Technical Services, Inc., Arup, Black & Veatch Corporation, CDM Smith, Inc., HDR Engineering, Inc., Lee & Ro, Inc., Arcadis, Parsons Environment & Infrastructure Group, Inc., and Psomas.

#### **Compliance with City Policies and with the Boards' Policy**

The Board's personal services contracting policies have been followed (Transmittal Nos. 6 and 7). The selected consultants are subject to compliance with the following City of Los Angeles' Ordinances and policies: Contractor Responsibility Ordinance, Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Service Contractor Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; LBP Program; and Discount Terms. The PQOC Consultants will comply with the requirements of the Business Inclusion Program (BIP). Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

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

Consultant Firm	Total No. of Employees in Firm	No. of Employees Who are Los Angeles Residents	(%) of Employees Who are Los Angeles Residents
AECOM Technical Services, Inc.	21,788	710	3.26%



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Arcadis	4,758	18	0.38%
ARUP	1,421	75	5.28%
Atkins	2,159	0	0.00%
Black & Veatch Corporation	9,500	19	0.20%
Brown and Caldwell	1,491	4	0.27%
Carollo Engineering, Inc.	982	22	2.24%
CDM Smith, Inc.	5,055	34	0.67%
CH2M Hill Engineers, Inc.	20,000	65	0.33%
D R Consultants & Designers, Inc.	36	13	36.00%
GeoSyntec Consultants, Inc.	1,150	6	0.52%
Hatch Associates Consultants, Inc.	350	3	0.86%
Hazen & Sawyer	942	15	1.59%
HDR Engineering, Inc.	9,788	26	0.27%
Kennedy/Jenks Consultants	456	2	0.44%
Lee & Ro, Inc.	57	1	1.75%
MARRS Services, Inc.	57	6	10.53%
McMillen Jacobs Associates	254	7	2.76%
Stantec Consulting Services, Inc.	1,663	20	1.20%
Parsons Environment & Infrastructure Group, Inc.	8,051	55	0.68%
Psomas	551	30	5.44%
RMA Water and Environment	128	16	12.50%
Tetra Tech, Inc.	13,991	50	0.36%
Parsons Brinckerhoff	6,820	24	0.35%

#### ***Contractor Performance Evaluation***

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

#### ***Contractor Responsibility Ordinance***

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

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

The required Notification of Intent to Contract form was submitted to the Office of the City Administrative Officer (CAO) on July 8, 2015. In compliance with Charter Section 1022, on October 26, 2015 the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

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***City Attorney Review***

All PQOC Wastewater and Environmental Engineering Services Consultants signed a personal services contract. The proposed contracts have been reviewed and approved as-to-form by the City Attorney's Office.

***BIP***

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires respondents to perform and document a BIP outreach via the internet utilizing the LABAVN.

This RFQ was advertised with anticipated participation levels of 18 percent MBE, 4 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE. Based on a review by the OCC of the BCA, all 24 of the consultants selected by the BOE have met the Business Inclusion Outreach requirements and have been deemed responsive pending compliance with all other City requirements.

***CivilEarth***

In a letter dated January 26, 2017, the OCC notified CivilEarth that they reviewed their BIP Outreach documentation and found that they did not pass the BIP evaluation (Transmittal No. 8). Specifically, the OCC found that they did not meet the requirements of BIP Indicator 6: Negotiated in Good Faith; therefore, the OCC recommends that CivilEarth's proposal be deemed non-responsive.

***BIP Indicator 6: Negotiated in Good Faith***

Per the requirements of this Indicator, "The respondent has responded to every unsolicited offer sent by a registered subconsultant using LABAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board."

On December 19, 2016, at 10:46 A.M., the OCC requested clarification from CivilEarth regarding six subconsultants who were listed on their LABAVN Summary Sheet as having submitted a SOQ/Letter of Intent but not on their Schedule A (Transmittal No. 9):

- Regenerative Design Studios (Regenerative)
- PMCS Group, Inc. (PMCS)
- Patricia McGovern Engineers (McGovern)
- b&p
- Constructive Community Relations, LLC (CCR)
- ACT Consulting Engineers, Inc. (ACT)

On December 19, 2016, at 11:23 A.M., CivilEarth responded stating that interested subconsultant McGovern was not selected due to their being located in San Francisco and



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so other local, more qualified subconsultants were selected instead (Transmittal No. 10). However, CivilEarth should still have considered selecting them because although out of the area, McGovern's submission of a Letter of Intent to CivilEarth indicated their willingness to participate on the project/travel, despite their geographical location.

In regards to the other five subconsultants, all of whom were selected per CivilEarth's Summary Sheet, CivilEarth stated, "We were informed by Bureau staff to include those subcontractors by identify[ing] on the [LABAVN] who did not allow us sufficient time to communicate prior to the submittal [deadline]" (Transmittal No. 10). The OCC researched CivilEarth's assertion and found the following:

- PMCS- submitted on November 1, 2016, per "Bids Submitted by Subcontractors" section of the Summary Sheet.
- CCR- submitted on November 4, 2016, per "Bids Submitted by Subcontractors" section.
- b&p- responded on November 11, 2016, per "BIP Summary Sheet" section.
- Regenerative-submitted on November 16, 2016, per "Bids Submitted by Subcontractors" section.
- ACT- responded on November 18, 2016 per "BIP Summary Sheet" section.

The proposal due date of this project was November 17, 2016. PMCS (November 1, 2016, 16 days prior to the proposal due date), CCR (November 4, 2016, 13 days prior), and b&p (November 11, 2016, 6 days prior) all submitted a Statement of Qualifications/Letter of Intent in a sufficient amount of time for CivilEarth to evaluate, negotiate with, and list them on their Schedule A.

Regenerative (November 16, 2016, 1 day prior) and ACT (November 18, 2016, 1 day subsequent) may be considered as not having submitted to CivilEarth within a sufficient time frame as stated by CivilEarth; however, CivilEarth indicated on their LABAVN Summary Sheet that these two subconsultants were selected, but they were not listed on their Schedule A.

#### ***Communication Received***

In an email dated January 26, 2017, CivilEarth responded to the OCC's BIP evaluation fail letter (Transmittal No. 11). They clarified that subconsultant b&p was actually Beyaz & Patel, Inc., a firm that they selected and included on their Schedule A (Transmittal No. 12). However, they did not adequately address the issues involving the other five subconsultants referenced in the OCC's letter.

#### ***Conclusion***

In view of the above findings, the OCC recommends that the Board find CivilEarth's proposal to be non-responsive for the unjustifiable rejection of interested subconsultants McGovern, PMCS, and CCR. Further, it should be noted that CivilEarth indicated on their LABAVN Summary Sheet that subconsultants Regenerative and ACT were selected, but that they did not include them on their Schedule A.

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The following tables reflect the list of potential subconsultants which may be utilized on project task orders by the PQOC Wastewater and Environmental Engineering Services Consultants:

Gender/Ethnicity Codes:

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

Subconsultant Information for AECOM Technical Services, Inc. (LBE)		
Subconsultant	MBE/WBE/SBE/EBE/DVBE	Gender/Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
Air Technology Laboratories	SBE,EBE	
Alisto Engineering Group, Inc.	MBE,SBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
BC Laboratories, Inc.	WBE,SBE	
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Blaine Tech Services, Inc. <sup>1</sup>	SBE	
BLP Engineers, Inc.	SBE,EBE	
BRC-Equals3, Inc.	SBE,EBE	F/C
CA Project Management Consultants	WBE,SBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations	SBE,EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Dabri	SBE,EBE	F/SAA
DRP Water Engineering	SBE,EBE	
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
E.W. Moon	MBE,SBE	M/AA
EPCM-RMS, Inc.	MBE,SBE	M/HA
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Guida Surveying, Inc.	SBE,EBE	
Haimann Engineering	SBE,EBE	
Hushmand Associates, Inc.	SBE,EBE	M/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
KAL Architects	MBE/WBE	F/SAA
Kana Subsurface Engineering (KSE)	DVBE	
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Lee Andrews Group <sup>1</sup>	MBE/WBE,SBE	F/HA
Leland Saylor Associates	SBE,DVBE	
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
MARRS Services, Inc. <sup>2</sup>	MBE/WBE	F/SAA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers (PME)	WBE,SBE	F/C



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PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
Safe Utility Exposure, Inc. <sup>1</sup>	WBE,SBE,EBE	
Simpson & Simpson Management <sup>1</sup>	SBE	
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE,EBE,DVBE	
Watearth Engineering & Training, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
EW Consulting <sup>1</sup>	WBE,SBE,EBE	F/C

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Air X Utility Surveyors
Brierley Associates Corp.
E2 Consulting Engineers, Inc.
Geosyntec Consultants
Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
KEH & Associates
Mott MacDonald LLC <sup>1</sup>
MWH <sup>1</sup>
Paul Hansen Engineering, LLC
SuperbTech, Inc.
Hatch Associate Consultants, Inc.
Inclusive Tech

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Arcadis (LBE)		
Subconsultant	MBE/WBE/SBE/EBE/DVBE	Gender/Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
BRC-Equals3, Inc.	SBE,EBE	F/C
CA Project Management Consultants	WBE,SBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Constructive Community Relations, LLC	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering (CWE)	MBE,SBE,EBE	M/SAA
DR Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE,SBE	F/HA

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	EBE	
Dabri	SBE,EBE	F/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
DRP Water Engineering	SBE,EBE	
E. W. Moon, Inc.	MBE,SBE	M/AA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Evairi GIS Consulting, Inc.	SBE,EBE	
Everfield Consulting	MBE/WBE	F/AA
EW Consulting <sup>1</sup>	WBE,SBE,EBE	F/C
FPA Underground, Inc.	MBE	M/APA
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Halimann Engineering	SBE,EBE	
IDS Group, Inc.	SBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
KAL Architects	MBE/WBE	F/SAA
Katherine Padilla & Associates	MBE/WBE	F/HA
The Kennard Development Group dba KDG Construction Consulting <sup>1</sup>	SBE	F/AA
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Lee Andrews Group, Inc. <sup>1</sup>	MBE/WBE,SBE	F/HA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
MLA Green Inc. dba Mia Lehrer + Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Paradigm Environmental	SBE,EBE	
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
SEITec	SBE,EBE	
Safe Utility Exposure, Inc. <sup>1</sup>	WBE,SBE,EBE	
Separation Processes, Inc. (SPI)	SBE	
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
Surveying and Drafting	EBE	
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
The Sanberg Group, Inc. <sup>1</sup>	WBE,SBE,EBE, DVBE	F/C
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE,EBE,DVBE	
VT Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Brierley Associates Corp.
Converse Consultants <sup>1</sup>



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E2 Consulting Engineers, Inc.
Enthalpy Analytical
Geosyntec Consultants
Hamilton Drilling Corporation
Hazen and Sawyer
HDR Engineering, Inc. <sup>1</sup>
Infrastructure Engineering Corporation (IEC)
McMillen Jacobs Associates
MWH <sup>1</sup>
Northwest Hydraulic Consultants, Inc. <sup>1</sup>
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for ARUP (LBE)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
IDS Group	SBE	
Lehrer Architects <sup>1</sup>	SBE	
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Robert Heinen Consulting Engineers, Inc.	SBE,EBE	
The Morcos Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
VS2 Consulting, Inc.	MBE,SBE	M/HA
Wagner Engineering & Survey, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Brierley Associates Corp.
Carollo Engineers, Inc.
Crain & Associates of Southern CA

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Atkins North America, Inc.		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
DRP Engineering, Inc.	SBE,EBE	
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA

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Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
VTA Consulting Engineers, Inc. <sup>1</sup>	MBE,SBE,EBE	-/AIA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Blaine Tech Services, Inc. <sup>1</sup>	SBE	
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Coast Surveying, Inc.	MBE,SBE	M/HA
E. W. Moon, Inc.	MBE,SBE	M/AA
Gant Architects <sup>1</sup>	MBE	M/AA
John M. Cruikshank Consultants, Inc. dba JMC <sup>2</sup>	SBE,EBE	
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	
McLean & Schultz	MBE,SBE	M/HA
MLA Green Inc, dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
V & A Consulting Engineers, Inc.	SBE	M/HA
Asset Laboratories	MBE/WBE,SBE	F/APA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
Air Technology Laboratories	SBE,EBE	
Alliance Group Enterprise	MBE,SBE,EBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
Atmospheric Analysis and Consulting, Inc.	MBE,SBE	M/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
Hushmand Associates, Inc.	SBE,EBE	M/HA
Jones Environmental, Inc.	SBE,EBE	
CA Project Management Consultants	WBE,SBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
BLP Engineers, Inc.	SBE,EBE	
DDB Engineering, Inc.	SBE,EBE	F/C
Everfield Consulting, LLC	MBE/WBE	F/AA
Constructive Community Relations, LLC	SBE,EBE	F/C
Traffic Control Engineering, Inc.	MBE	M/APA
Value Management Institute	SBE,EBE,DVBE	
Wagner Engineering & Survey, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Lynn Capouya, Inc.	WBE,SBE,EBE	F/C
Matalon Architecture and Planning	MBE	M/NA
SafeProbe, Inc. <sup>1</sup>	MBE	M/APA
Innerline Engineering	MBE	M/HA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE



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OBE Subcontractors
Converse Consultants <sup>1</sup>
Enthalpy Analytical
Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Abacus Project Management, Inc.
Bennett Trenchless Engineers, LLP
Calvinvest Capital, LLC
Lockwood, Andrews & Newnam, Inc. (LAN)
Moffatt & Nichol
Northwest Hydraulic Consultants, Inc. <sup>1</sup>
National Plant Services <sup>1</sup>
Scola & Associates, LLC
Empire Pipe Cleaning & Equipment, Inc
Pro-Pipe
Pure Technologies U.S., Inc.

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Black & Veatch Corporation (LBE)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
Air Technology Laboratories	SBE,EBE	
American Scientific Laboratories, LLC	SBE,EBE	
Asset Laboratories	MBE/WBE,SBE	F/APA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
BRC-Equals3, Inc.	SBE,EBE	F/C
CA Project Management Consultants	WBE,SBE	F/C
Calvada Surveying, Inc.	SBE,DVBE	M/HA
Coast Surveying, Inc.	MBE,SBE	M/HA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Dabri, Inc.	SBE,EBE	F/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
EPC Consultants, Inc.	SBE	M/APA
Epic Land Solutions, Inc. <sup>1</sup>	WBE,SBE	F/C
E. W. Moon, Inc.	MBE,SBE	M/AA
Flow Science, Inc. <sup>1</sup>	SBE	
Gant Architects, Inc. <sup>1</sup>	MBE	M/AA
Geopentech	SBE,EBE	
EC & AM Associates dba GK & Associates	SBE,EBE	F/SAA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Jenkins/Gales & Martinez, Inc. <sup>1</sup>	SBE,EBE	M/AA
KAL architects	MBE/WBE	F/SAA

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Katherine Padilla & Associates	MBE/WBE	F/HA
The Kennard Development Group dba KDG Construction Consulting <sup>1</sup>	SBE	F/AA
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Kroner Environmental Services, Inc.	SBE, EBE	F/C
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
Lee Andrews Group, Inc. <sup>1</sup>	MBE/WBE, SBE	F/HA
MA Engineering <sup>2</sup>	SBE, EBE, DVBE	M/HA
MapVision Technologies, Inc.	SBE, EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers (PME)	WBE, SBE	F/C
PMCS Group, Inc. <sup>1</sup>	WBE, SBE, EBE	F/Other
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
RHA LLC		F/C
SEITec	SBE, EBE	
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
The Morcos Group <sup>1</sup>	WBE, SBE, EBE	F/C
Value Management Institute	SBE, EBE, DVBE	
UTA Consulting Engineers, Inc. <sup>1</sup>	MBE, SBE, EBE	
W2 Design, Inc. <sup>1</sup>	MBE, SBE	M/APA
WECK Laboratories, Inc. <sup>1</sup>	MBE, SBE	M/HA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Converse Consultants <sup>1</sup>
E2 Consulting Engineers, Inc.
Enthalpy Analytical
Geo-Logic Associates
Value Management Strategies
WSP/Parsons Brinckerhoff

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Brown and Caldwell		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA
AESCO, Inc.	WBE, SBE, EBE	F/C
Air Technology Laboratories	SBE, EBE	
American Analytics, Inc. <sup>1</sup>	WBE, SBE, EBE	
American Scientific Laboratories, LLC	SBE, EBE	
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
BC Laboratories, Inc.	WBE, SBE	
Beyaz & Patel, Inc.	SBE, EBE	M/SAA
BLP Engineers, Inc.	SBE, EBE	
BRC-Equals3, Inc.	SBE, EBE	F/C



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Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
CivilEarth Engineering	MBE, SBE, EBE	M/APA
Constructive Community Relations	SBE, EBE	F/C
Coast Surveying, Inc.	MBE, SBE	M/HA
Cogstone Resource Management, Inc.	WBE, SBE, EBE	F/C
CPM Construction, Inc.	MBE, SBE, EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE, SBE, EBE	M/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE, SBE	M/HA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE, SBE, EBE	F/HA
DRP Water Engineering	SBE, EBE	
E. W. Moon	MBE, SBE	M/AA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
EPC Consultants, Inc.	SBE	M/APA
Flow Science, Inc. <sup>1</sup>	SBE	
FPL and Associates, Inc.	MBE, SBE, EBE	M/APA
Haimann Engineering	SBE, EBE	
Hernandez, Kroone, & Associates	WBE, SBE, EBE	F/HA
IDS Group	SBE	
Katherine Padilla & Associates (KPA)	MBE/WBE	F/HA
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
MA Engineering <sup>2</sup>	SBE, EBE, DVBE	M/HA
MapVision Technologies, Inc.	SBE, EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
The Morcos Group <sup>1</sup>	WBE, SBE, EBE	F/C
Patricia McGovern Engineers (PME)	WBE, SBE	F/C
Platt/Whitelaw Architects, Inc.	WBE	F/C
PMCS Group <sup>1</sup>	WBE, SBE, EBE	F/Other
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
Separation Processes, Inc. (SPI)	SBE	
Value Management Institute	SBE, EBE, DVBE	
VT Consulting Engineers <sup>1</sup>	MBE, SBE, EBE	

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
ADS Environmental Services
AirX Utility Surveyors, Inc.
Brierley Associates Corp.
Cardno, Inc.
CorrPro Companies, Inc.
E2 Consulting Engineers, Inc.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates

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HDR Engineering <sup>1</sup>
Kleinfelder, Inc. <sup>1</sup>
KPMG Corporate Finance, LLC <sup>1</sup>
Mott MacDonald, LLC <sup>1</sup>
Paul Hansen Engineering, LLC
RedZone Robotics, Inc.
Value Management Strategies

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Carollo Engineers, Inc.		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Separation Processes, Inc. (SPI)	SBE	
S. Groner Associates <sup>1</sup>	SBE,EBE	
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
Gateway Science and Engineering, Inc. <sup>1</sup>	MBE	M/HA
Murakawa Communications <sup>1</sup>	MBE/WBE	F/APA
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
Everfield Consulting	MBE/WBE	F/AA
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
SEITec	SBE,EBE	
EPC Consultants, Inc.	SBE	M/APA
Jones Environmental, Inc.	SBE,EBE	
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
BRC-Equals3, Inc.	SBE,EBE	F/C
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Haimann Engineering	SBE,EBE	
Constructive Community Relations	SBE,EBE	F/C
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Air Technology Laboratories, Inc.	SBE,EBE	
Weck Laboratories, Inc. <sup>1</sup>	MBE,SBE	M/HA
VTAC Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Patricia McGovern Engineering	WBE,SBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
DRP Water Engineering	SBE,EBE	
Paradigm Environmental	SBE,EBE	
E. W. Moon	MBE,SBE	M/AA



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Mia Green Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
BA, Inc. <sup>1</sup>	SBE, EBE	M/AA
Ninyo & Moore <sup>1</sup>	MBE	M/HA

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Paul Hansen Engineering, LLC
Vali Cooper & Associates
McMillen Jacobs Associates
Bennett Trenchless Engineers, LLP
Project Finance Advisory Limited (PFAL)
CorrPro Companies, Inc.
Brierley Associates Corp.
Air X Utility Surveyors
Geo-Logic Associates
Hamilton Drilling Corporation
De Par. Inc. dba Enthalpy Analytical
Hatch Associate Consultants, Inc.
E2 Consulting Engineers, Inc.
Nossaman, LLP <sup>1</sup>
Arup North America, Ltd. <sup>1</sup>
HDR Engineering, Inc. <sup>1</sup>
Converse Consultants <sup>1</sup>

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for CDM Smith, Inc. (LBE)		
Subconsultants	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
A1 Marketing/Rambo House	MBE	M/AA
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA
Air Technology Laboratories	SBE, EBE	
The Alliance Group Enterprise	MBE, SBE, EBE	M/APA
Alternative Energy Systems Consulting	SBE	
American Scientific Laboratories, LLC	SBE, EBE	
AP Engineering & Testing	MBE, SBE, EDE	M/APA
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE, SBE	F/APA
Atmospheric Analysis and Consulting, Inc.	MBE, SBE	M/SAA
Beyaz & Patel, Inc.	SBE, EBE	M/SAA
Blaine Tech Services, Inc. <sup>1</sup>	SBE	
CA Project Management Consultants	WBE, SBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
CivilEarth Engineering	MBE, SBE, EBE	M/APA
Constructive Community Relations	SBE, EBE	F/C
CPM Construction, Inc.	MBE, SBE, EBE	M/SAA

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California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
Díaz Consultants, Inc. dba Díaz Yourman & Associates	MBE,SBE	M/HA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE,SBE, EBE	F/HA
DRP Engineering, Inc.	SBE,EBE	
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
EPC Consultants, Inc.	SBE	M/APA
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Freeth/Moroz, Inc.	WBE	F/C
Haimann Engineering	SBE,EBE	
Hushmand Associates, Inc.	SBE,EBE	M/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
Murakawa Communications, Inc. <sup>1</sup>	MBE/WBE	F/APA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Nuvis	SBE	F/C
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
TJC and Associates, Inc.	SBE,EBE	
V & A Consulting Engineers	MBE	M/HA
Value Management Institute	SBE,EBE,DVBE	
VS2 Consulting, Inc.	MBE,SBE	M/HA
Weck Laboratories, Inc. <sup>1</sup>	MBE,SBE	M/HA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>
Brierley Associates Corp.
Corpro Companies, Inc.
E2 Consulting Engineers, Inc.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
RedZone Robotics, Inc.
RMC Water and Environment
SCST, Inc.
Converse Consultants <sup>1</sup>
HDR Engineering, Inc. <sup>1</sup>
KPMG Corporate Finance, LLC <sup>1</sup>

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE



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Subconsultant Information for CH2M HILL Engineers, Inc. (CH2M)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
AESCO, Inc.	WBE,SBE,EBE	F/C
American Scientific Laboratories, LLC	SBE,EBE	
AP Engineering & Testing	MBE,SBE,EDE	M/APA
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
BC Laboratories, Inc.	WBE	
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Blair, Church, & Flynn Consulting Engineering	MBE,SBE	M/NA
BRC-Equals3, Inc.	SBE,EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Coast Surveying, Inc.	MBE,SBE	M/HA
Constructive Community Relations, LLC	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
Dabri, Inc.	SBE,EBE	F/SAA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE,SBE, EBE	F/HA
DRP Engineering, Inc.	SBE,EBE	
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Everfield Consulting	MBE/WBE	F/AA
EW Consulting <sup>1</sup>	WBE,SBE,EBE	F/C
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Gant Architects <sup>1</sup>	MBE	M/AA
Geo-Advantec, Inc. <sup>1</sup>	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
Ninyo & Moore <sup>1</sup>	MBE	M/HA
PaliPartners Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Regenerative Design Studios		F/C
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
The Robert Group <sup>1</sup>	MBE/WBE,SBE, EBE	F/AA
V & A, Inc.	MBE	M/HA
Value Management Institute	SBE,EBE,DVBE	

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VS2 Consulting, Inc.	MBE,SBE	M/HA
VTa Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
AirX Utility Surveyors, Inc.
BlueGreen Consulting
Brierley Associates Corp.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
GeoSyntec Consultants
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Malcolm Pirnie/ARCADIS <sup>1</sup>
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for D R Consultants & Designers, Inc		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
FPA Underground, Inc	MBE	M/APA
PBS Engineers, Inc.	MBE,SBE	M/SAA
Wagner Engineering & Survey, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
O'Connor Construction Management	DVBE	
McCormick Busse Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
Project Partners, Inc.	MBE,SBE,EBE	M/APA
PMCS Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/Other
Cynthia M. Ruiz & Associates	MBE/WBE	F/NA
AESCO, Inc.	WBE,SBE,EBE	F/C
Dabri, Inc.	SBE,EBE	F/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
Asset Laboratories	MBE/WBE,SBE	F/APA
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
Casamar Group LLC	MBE,SBE,DVBE	M/HA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Air Technology Laboratories, Inc.	SBE,EBE	
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
Constructive Community Relations	SBE,EBE	F/C
Haimann Engineering	SBE,EBE	
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
VTa Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	



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CivilEarth Engineering	MBE,SBE,EBE	M/APA
Bess Testlab, Inc.	SBE,EBE	M/HA

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>		
McMillen Jacobs Associates		
Kennedy/Jenks Consultants		
Greeley & Hansen		
E2 Consulting Engineers, Inc.		
KOA Corporation <sup>2</sup>		
Robert D. Prager, Inc.		
Sustra, LLC		
De Par, Inc. dba Enthalpy Analytical		
Malcolm Pirnie/ARCADIS <sup>1</sup>		
HDR Engineering, Inc. <sup>1</sup>		
AMEC Foster Wheeler Environment & Infrastructure Inc. <sup>1</sup>		
Converse Consultants <sup>1</sup>		

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

<b>Subconsultant information for GeoSyntec Consultants, Inc.</b>		
<b>Subconsultant</b>	<b>MBE/WBE/SBE/ EBE/DVBE</b>	<b>Gender/ Ethnicity</b>
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
Alisto Engineering Group	MBE,SBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
AP Engineering & Testing	MBE,SBE/EDE	M/APA
Asset Laboratories	MBE/WBE,SBE	F/APA
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Carter Industrial Automation, Inc.	MBE	M/AA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
Creager Corporation	SBE,EBE,DVBE	
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Estolano LeSar Perez Advisors	MBE/WBE	F/C
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Haimann Engineering	SBE,EBE	
Hernandez, Kroone, & Associates	WBE,SBE,EBE	F/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kana Subsurface Engineering (KSE)	DVBE	
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA

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Lee Andrews Group, Inc. <sup>1</sup>	MBE/WBE,SBE	F/HA
LIN Consulting, Inc. <sup>1</sup>	MBE,SBE,EBE	M/APA
M2 Resource Consulting	WBE	F/C
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
MTGL, Inc.	MBE/WBE,SBE	F/HA
Murakawa Communications, Inc. <sup>1</sup>	MBE/WBE	F/APA
Olin Partnership, LTD	WBE	
Patricia McGovern Engineers	WBE,SBE	F/C
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
RACAIA <sup>1</sup>	SBE,EBE	
Rogue Irrigation Consultants, LLC	MBE	M/APA
S. Groner Associates <sup>1</sup>	SBE,EBE	
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
VS2 Consulting, Inc.	MBE,SBE	M/HA
Weck Laboratories, Inc. <sup>1</sup>	MBE,SBE	M/HA
Yorke Engineering, LLC.	WBE	F/C
TSAC Engineering	WBE	
E. W. Moon	MBE,SBE	M/AA
Titan Environmental Solutions, Inc.	MBES/SBE,EBE	M/AA
DRP Engineering, Inc.	SBE,EBE	
Gant Architects, Inc. <sup>1</sup>	MBE	M/AA
H & P Mobile Geochemistry, Inc.	WBE,SBE	F/C
AESCO, Inc.	WBE,SBE,EBE,	F/C
John M. Cruikshank Consultants, Inc. dba JMC2 <sup>1</sup>	SBE,EBE	
Regenerative Design Studios		F/C
Watearth Engineering & Training , Inc. <sup>1</sup>	WBE,SBE,EBE	F/C

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>
Advanced Special Inspection, Inc.
Malcolm Pirnie/ARCADIS <sup>1</sup>
Brandt Water Strategies
C Below
Edifica USA LLC
De Par, Inc. dba Enthalpy Analytical
GDML dba Dake Luna <sup>1</sup>
Fehr & Peers
David T. Hamilton & Associates dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Hazen and Sawyer
CH2M Hill Engineers/CH2M Hill <sup>1</sup>
Kehoe Testing & Engineering
Kennedy/Jenks Consultants
Kleinfelder West, Inc. <sup>1</sup>
LA Mas



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Perkins + Will <sup>1</sup>
RAC Design Build
Ruth Villalobos & Associates
SCST, Inc.
Wallace Laboratories
Lettis Consultants International, Inc.
Brierley Associates, Corp.
Gehry Partners, LLP
Innovative Construction Solutions
TestAmerica Irvine
Aquatic Bioassay and Consulting Labs
Eurofins Calscience, Inc.
Forensic Analytical Consulting Services, Inc.
Vibro-Acoustic Consultants, Inc.
Shannon & Wilson, Inc.
ECORP Consulting
Eurofins Air Toxics, Inc.
Forensic Analytical Laboratories, Inc.
GMU Geotechnical, Inc.
Pace Analytical Energy Services, LLC
Vista Environmental Consulting
Hatch Associate Consultants, Inc.
Parsons Environmental & Infrastructure Group <sup>1</sup>

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Hatch Associates Consultants, Inc.		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
American Analytics <sup>1</sup>	WBE,SBE,EBE	
American Scientific Laboratories, LLC	SBE,EBE	
Asset Laboratories	MBE/WBE,SBE	F/APA
BRC-Equals3, Inc.	SBE,EBE	F/C
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations, LLC	SBE,EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/APA
Díaz Consultants, Inc. dba Díaz Consultants, Inc.	MBE,SBE	M/HA
DRP Engineering, Inc.	SBE,EBE	
Flow Science, Inc. <sup>1</sup>	SBE	
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA

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Ninyo & Moore <sup>1</sup>	MBE	M/HA
Paradigm Environmental	SBE, EBE	
Patricia McGovern Engineers	WBE, SBE	F/C
PMCS Group, Inc. <sup>1</sup>	WBE, SBE, EBE	F/Other
Regenerative Design Studios		F/C
SEITec	SBE, EBE	
TJC and Associates, Inc.	SBE, EBE	
V & A Consulting Engineers, Inc.	SBE	M/HA
VS2 Consulting, Inc.	MBE, SBE	M/HA
Weck Laboratories, Inc. <sup>1</sup>	MBE, SBE	M/HA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
ADS Environmental Services
Carollo Engineers, Inc.
E2 Consulting Engineers, Inc.
Eurofins Calscience, Inc.
David T. Hamilton & Associates dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Shannon & Wilson, Inc.

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Hazen and Sawyer		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA
Air Technology Laboratories	SBE, EBE	
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE, SBE	F/APA
Atmospheric Analysis and Consulting, Inc.	MBE, SBE	M/SAA
Beyaz & Patel, Inc.	SBE, EBE	M/SAA
BRC-Equals3, Inc.	SBE, EBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
CivilEarth Engineering	MBE, SBE, EBE	M/APA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE, SBE	M/HA
DRP Engineering, Inc.	SBE, EBE	
E. W. Moon	MBE, SBE	M/AA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Katherine Padilla & Associates (KPA)	MBE/WBE	F/HA
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
Lee Andrews Group, Inc. <sup>1</sup>	MBE/WBE, SBE	F/HA
MA Engineering <sup>2</sup>	SBE, EBE, DVBE	M/HA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
Patricia McGovern Engineers	WBE, SBE	F/C
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
The Morcos Group <sup>1</sup>	WBE, SBE, EBE	F/C



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David Keith Todd Consulting Engineers, Inc. dba Todd Groundwater	WBE,SBE	F/C
BLP Engineers, Inc.	SBE,EBE	
Constructive Community Relations, Inc.	SBE,EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	F/C
Wagner Engineering & Survey, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
VT Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	
Yorke Engineering, LLC.	WBE	F/C

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Malcolm Prinie/ARCADIS <sup>1</sup>
Brierley Associates, Corp.
CorrPro Companies, Inc.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
Kennedy/Jenks Consultants
Air X Utility Surveyors, Inc.
Geosyntec Consultants
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for HDR Engineering, Inc. (LBE)		
Subconsultant	MBE/WBE/SBE/EBE/DVBE	Gender/Ethnicity
AESCO, Inc.	WBE,SBE,EBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
The Alliance Group Enterprise, Inc.	MBE,SBE,EBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
BLP Engineers, Inc.	SBE,EBE	
BRC-Equals3, Inc.	SBE,EBE	F/C
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Calvada Surveying, Inc.	SBE,DVBE	M/HA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
Constructive Community Relations, LLC	SBE,EBE	F/C
Cornerstone Studios, Inc.	MBE/WBE	F/APA

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DDB Engineering, Inc.	SBE, EBE	F/C
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE, SBE, EBE	F/HA
DRP Engineering, Inc.	SBE, EBE	
Dabri, Inc.	SBE, EBE	F/SAA
E. W. Moon, Inc.	MBE, SBE	M/AA
EPC Consultants, Inc.	SBE	M/APA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Flow Science, Inc. <sup>1</sup>	SBE	
Guida Surveying, Inc.	SBE, EBE	
Haimann Engineering	SBE, EBE	
IDS Group, Inc.	SBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Katherine Padilla & Associates	MBE/WBE	F/HA
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
MapVision Technologies, Inc.	SBE, EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE, EBE	F/C
Murakawa Communications, Inc. <sup>1</sup>	MBE/WBE	F/APA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
PMCS Group <sup>1</sup>	WBE, SBE, EBE	F/Other
Patricia McGovern Engineers (PME)	WBE, SBE	F/C
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
SEITec	SBE, EBE	
SMRC Group	MBE/WBE	F/SAA
Safe Utility Exposure, Inc. <sup>1</sup>	WBE, SBE, EBE	
The Sanberg Group, Inc. <sup>1</sup>	WBE, SBE, EBE, DVBE	F/C
Simpson & Simpson Management Consulting <sup>1</sup>	SBE	
TSAC Engineering	WBE	
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE, EBE, DVBE	
Value Sustainability	SBE	F/AA
VTA Consulting Engineers, Inc. <sup>1</sup>	MBE, SBE, EBE	
W2 Design, Inc. <sup>1</sup>	MBE, SBE	M/APA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Malcolm Pirnie/ARCADIS <sup>1</sup>
Behrens and Associates, Inc.
Brierley Associates
Brown and Caldwell
Cardno, Inc.
CH2M Hill Engineers/CH2M Hill
CorrPro Companies, Inc.
E2 Consulting Engineers, Inc.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates



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David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
Hazen and Sawyer
Jacobs Project Management Co. <sup>2</sup>
Kennedy/Jenks Consultants
Kleinfelder West, Inc. <sup>1</sup>
KPMG Corporate Finance, LLC <sup>1</sup>
Michael Baker International, Inc.
Mott MacDonald <sup>1</sup>
MWH Constructors, Inc. now part of Stantec <sup>1</sup>
Northwest Hydraulic Consultants, Inc. <sup>1</sup>
Paul Hansen Engineering, LLC
Parsons Environmental & Infrastructure Group <sup>1</sup>
Pure Technologies U.S. Inc.
RvL Associates, Inc.
Raftelis Financial Consultants, Inc.
Ramboll Environ US Corporation
SCST, Inc.
Smith-Emery Company
SuperbTech, Inc.
TestAmerica Laboratories, Inc.

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Kennedy/Jenks Consultants		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA
AESCO, Inc.	WBE, SBE, EBE	F/C
American Scientific Laboratories, LLC	SBE, EBE	
AP Engineering & Testing	MBE, SBE, EDE	M/APA
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE, SBE	F/APA
Beyaz & Patel, Inc.	SBE, EBE	M/SAA
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Constructive Community Relations, LLC	SBE, EBE	F/C
CPM Construction, Inc.	MBE, SBE, EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE, SBE, EBE	M/SAA
DDB Engineering, Inc.	SBE, EBE	F/C
DRP Engineering, Inc.	SBE, EBE	
E. W. Moon	MBE, SBE	M/AA
EW Consulting <sup>1</sup>	WBE, SBE, EBE	F/C
FPL and Associates, Inc.	MBE, SBE, EBE	M/APA
GCM Consulting, Inc.	SBE, EBE	F/C
H & P Mobile Geochemistry, Inc.	WBE, SBE	F/C
Hushmand Associates, Inc.	SBE, EBE	M/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Jin Sheji, Inc.	SBE, EBE	M/APA

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Jones Environmental, Inc.	SBE, EBE	
Katz & Associates, Inc.	WBE	F/C
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
MBI Media <sup>1</sup>	SBE, EBE	F/C
Moran Consulting Corporation <sup>1</sup>	MBE, SBE	M/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers	WBE, SBE	F/C
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE, SBE, EBE	F/C
PMCS Group, Inc. <sup>1</sup>	WBE, SBE, EBE	F/C
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
Safe Utility Exposure, Inc. <sup>1</sup>	WBE, SBE, EBE	
SEITec	SBE, EBE	
Simpson & Simpson Management <sup>1</sup>	SBE	
The Alliance Group Enterprise	MBE, SBE, EBE	M/APA
The Morcos Group <sup>1</sup>	WBE, SBE, EBE	F/C
The Terrazas Group	SBE, EBE	M/HA
TSAC Engineering	WBE	
Value Management Institute	SBE, EBE, DVBE	
VTI Consulting Engineers <sup>1</sup>	MBE, SBE, EBE	

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Brierley Associates
De Par, Inc. dba Enthalpy Analytical
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
Hazen and Sawyer
HDR Engineering, Inc. <sup>1</sup>
John Robinson Consulting, Inc.
Paul Hansen Engineering, LLC
PCG Utility Consultants
SCST, Inc.
Staheli Trenchless Consultants
Wastewater Solutions, Inc.

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Lee & Ro, Inc. (LBE)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
AESCO, Inc.	WBE, SBE, EBE	F/C
Air Technology Laboratories	SBE, EBE	
Alisto Engineering Group	MBE, SBE	M/APA
The Alliance Group Enterprise	MBE, SBE, EBE	M/APA
American Scientific Laboratories, LLC	SBE, EBE	
Asset Laboratories	MBE/WBE, SBE	F/APA
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA



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Bess Testlab, Inc.	SBE, EBE	M/HA
Beyaz & Patel, Inc.	SBE, EBE	M/SAA
CA Project Management Consultants	WBE, SBE	F/C
Constructive Community Relations	SBE, EBE	F/C
CivilEarth Engineering	MBE, SBE, EBE	M/APA
CPM Construction	MBE, SBE, EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE, SBE, EBE	M/SAA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE, SBE, EBE	F/HA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE, SBE	M/HA
DRP Engineering, Inc.	SBE, EBE	
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
E. W. Moon	MBE, SBE	M/AA
Flow Science, Inc. <sup>1</sup>	SBE	
FPA Underground, Inc.	MBE	M/APA
Gant Architects, Inc. <sup>1</sup>	MBE	M/AA
Haimann Engineering	SBE, EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Jin Sheji, Inc.	SBE, EBE	M/APA
Jones Environmental, Inc.	SBE, EBE	
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Jon Lundstrom Architects, Inc. dba Lundstrom & Associates	SBE, EBE	
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
MBI Media <sup>1</sup>	SBE, EBE	F/C
Nag, Inc. dba Engineering Systems	MBE	M/SAA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
O'Connor Construction Management	DVBE	
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE, SBE, EBE	F/C
PMCS Group, Inc. <sup>1</sup>	WBE, SBE, EBE	F/C
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
Rogue Irrigation Consultants, LLC	MBE	M/APA
SafeProbe, Inc. <sup>1</sup>	MBE	M/APA
Safe Utility Exposure, Inc. <sup>1</sup>	WBE, SBE, EBE	
Separation Processes, Inc. (SPI)	SBE	
The Morcos Group, Inc. <sup>1</sup>	WBE, SBE, EBE	F/C
Traffic Control Engineering, Inc.	MBE	M/APA
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE, EBE, DVBE	
VS2 Consulting, Inc.	MBE, SBE	M/HA
VT Consulting Engineers, Inc. <sup>1</sup>	MBE, SBE, EBE	
Regenerative Design Studios		F/C

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

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OBE Subcontractors
Brierley Associates Corp.
CH2M Hill Engineers/CH2M Hill <sup>1</sup>
EMSL Analytical Inc. dba LA Testing
De Par, Inc. dba Enthalpy Analytical
Geosyntec Consultants
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
Hazen and Sawyer
HDR Engineering, Inc. <sup>1</sup>
IBI Group
McMillen Jacobs Associates
Mott MacDonald, LLC <sup>1</sup>
WSP/Parsons Brinckerhoff
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for MARRS Services, Inc. (LBE pending)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
AESCO, Inc.	WBE,SBE,EBE	F/C
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
Advanced Resources, LLC	SBE,EBE	
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
American Scientific Laboratories, LLC	SBE,EBE	
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
BRC-Equals3, Inc.	SBE,EBE	F/C
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Coast Surveying, Inc.	MBE,SBE	M/HA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
Constructive Community Relations	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
DRP Engineering, Inc.	SBE,EBE	
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Haimann Engineering	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kennard Design Group, Inc. <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Getter Engineering dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
Project Partners, Inc.	MBE,SBE,EBE	M/APA
PMCS Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/Other
Rubicon Engineering Corp.	SBE,EBE	F/C



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SEITec	SBE, EBE	
MRC Person Power, Inc. dba SMRC	MBE/WBE	F/SAA
Value Management Institute	SBE, EBE, DVBE	

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
De Par, Inc. dba Enthalpy Analytical
Hazen and Sawyer
HDR Engineering, Inc. <sup>1</sup>
Kennedy/Jenks Consultants
Kleinfelder West, Inc. <sup>1</sup>

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for McMillen Jacobs Associates		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
EPC Consultants, Inc.	SBE	M/APA
Lee & Ro, Inc. <sup>1</sup>	MBE, SBE	M/APA
Alta Vista Solutions	SBE, DVBE	
Cogstone Resource Management, Inc.	WBE, SBE, EBE	F/C
Constructive Community Relations	SBE, EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE, SBE, EBE	M/SAA
DC Engineering Group <sup>1</sup>	MBE, SBE, EBE	M/SAA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE, SBE, EBE	F/HA
FPA Underground, Inc.	MBE	M/APA
Guida Surveying, Inc.	SBE, EBE	
Lynn Capouya, Inc.	WBE, SBE, EBE	F/C
MA Engineering <sup>2</sup>	SBE, EBE, DVBE	M/HA
MARRS Services, Inc. <sup>2</sup>	WBE, SBE	F/SAA
PMCS Group <sup>1</sup>	WBE, SBE, EBE	F/C
Power-Tech Engineers, Inc. <sup>1</sup>	MBE, SBE, EBE	M/HA
Safework, Inc.	WBE, SBE, EBE	F/C
Sapphos Environmental, Inc. <sup>2</sup>	MBE/WBE, SBE	F/HA
VT Consulting Engineers, Inc. <sup>1</sup>	MBE, SBE, EBE	
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE, SBE	M/HA
CivilEarth Engineering	MBE, SBE, EBE, DBE	M/APA
CPM Construction, Inc.	MBE, SBE, EBE	M/SAA
DRP Engineering, Inc.	SBE, EBE	
Haimann Engineering	SBE, EBE	
Patricia McGovern Engineers	WBE, SBE	F/C
Air Technology Laboratories	SBE, EBE	
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE, SBE	M/HA
FPL and Associates, Inc.	MBE, SBE, EBE	M/APA

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Regenerative Design Studios		F/C
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<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>
CorrPro Companies, Inc.
Tupper Consultants
AirX Utility Surveyors, Inc.
Brierley Associates, Corp.
Geo-Logic Associates
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
Shannon & Wilson, Inc.
ESA-PCR <sup>1</sup>
MWH Constructors, Inc. now part of Stantec <sup>1</sup>

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

<b>Subconsultant Information for Stantec Consulting Services, Inc. (LBE)</b>		
<b>Subconsultant</b>	<b>MBE/WBE/SBE/ EBE/DVBE</b>	<b>Gender/ Ethnicity</b>
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
ArchaeoPaleo Resource Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
BRC-Equals3, Inc.	SBE,EBE	F/C
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
Constructive Community Relations	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
Dabri, Inc.	SBE,EBE	F/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE,SBE, EBE	F/HA
DRP Engineering, Inc.	SBE,EBE	
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
EPC Consultants, Inc.	SBE	M/APA
E. W. Moon	MBE,SBE	M/AA
Haimann Engineering	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
KAL Architects	MBE/WBE	F/SAA
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MA Engineering <sup>2</sup>	SBE,EBE,DVBE	M/HA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
Patricia McGovern Engineers	WBE,SBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA



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Project Partners, Inc.	MBE,SBE,EBE	M/APA
Regenerative Design Studios		F/C
Simpson & Simpson Management Consultant, Inc. <sup>1</sup>	SBE	
The Alliance Group Enterprise	MBE,SBE,EBE	M/APA
Value Management Institute	SBE,EBE,DVBE	
Yorke Engineering, LLC.	WBE	F/C

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>
Brierley Associates Corp.
Converse Consultants <sup>1</sup>
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
James F. Stahl dba JFS Environmental Engineers
Kleinfelder West, Inc. <sup>1</sup>
McMillen Jacobs Associates
MWH Constructors, Inc. now part of Stantec <sup>1</sup>
Malcolm Pirnie/ARCADIS <sup>1</sup>
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

<b>Subconsultant Information for Parsons Environment &amp; Infrastructure Group, Inc. (LBE)</b>		
<b>Subconsultant</b>	<b>MBE/WBE/SBE/ EBE/DVBE</b>	<b>Gender/ Ethnicity</b>
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
Air Technology Laboratories	SBE,EBE	
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Atmospheric Analysis and Consulting, Inc.	MBE,SBE	M/SAA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Blair, Church, & Flynn Consulting Engineers, Inc.	MBE,SBE	M/NA
CA Project Management Consultants	WBE,SBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations, LLC	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Dabri, Inc.	SBE,EBE	F/SAA
Dakota Communications <sup>1</sup>	MBE,SBE,EBE	M/AA
DRP Engineering, Inc.	SBE,EBE	
EPCM-RMS	MBE,SBE	M/HA

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Everfield Consulting, LLC	MBE/WBE	F/AA
Flow Science, Inc. <sup>1</sup>	SBE	
FPA Underground, Inc.	MBE	M/APA
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Guida Surveying, Inc.	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Katherine Padilla & Associates	MBE/WBE	F/HA
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers	WBE,SBE	F/C
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
Separation Processes, Inc. (SPI)	SBE	
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE,EBE,DVBE	
VTa Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	
Weck Laboratories, Inc. <sup>1</sup>	MBE,SBE	M/HA
Yorke Engineering, LLC	WBE	F/C
BRC-Equals3, Inc.	SBE,EBE	F/C
ERJ International, Inc. dba ERJ Engineering Consultants	MBE/EBE	M/APA
Gant Architects, Inc. <sup>1</sup>	MBE	M/AA
Haimann Engineering	SBE,EBE	
E. W. Moon	MBE,SBE	M/AA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

<b>OBE Subcontractors</b>
AMEC Foster Wheeler <sup>1</sup>
Brierley Associates Corp.
Cardno GS, Inc.
Converse Consultants <sup>1</sup>
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
GeoSyntec Consultants
HDR Engineering, Inc. <sup>1</sup>
Integrity Environmental Consultants, Inc.
Jacobs Project Management Co. <sup>2</sup>
Kleinfelder West, Inc. <sup>1</sup>
KPMG Corporate Finance, LLC <sup>1</sup>
Northwest Hydraulic Consultants, Inc. <sup>1</sup>
Raffelis Financial Consultants, Inc.
SCST, Inc.



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Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Psomas (LBE)		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
Alisto Engineering Group, Inc.	MBE,SBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
AP Engineering & Testing	MBE,SBE/EDE	M/APA
Asset Laboratories	MBE/WBE,SBE	F/APA
Atmospheric Analysis and Consulting, Inc.	MBE,SBE	M/SAA
BRC-Equals3, Inc.	SBE,EBE	F/C
CA Project Management Consultants	WBE,SBE	F/C
Cadstar, Inc. <sup>1</sup>	MBE/WBE	F/HA
Casamar Group, LLC	MBE,SBE,DVBE	M/HA
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
DRP Water Engineering	SBE,EBE	
E.W. Moon	MBE,SBE	M/AA
EPC Consultants, Inc.	SBE	M/APA
EPCM-RMS	MBE,SBE	M/HA
ERJ International, Inc. dba ERJ Engineering Consultants	MBE/EBE	M/APA
FPA Underground, Inc.	MBE	M/APA
Gant Architects <sup>1</sup>	MBE	M/AA
Geo-Advantec, Inc. <sup>1</sup>	SBE,EBE	
Hushmand Associates, Inc.	SBE,EBE	M/HA
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
The Kennard Development Group dba KDG Construction Consulting <sup>1</sup>	SBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Leland Saylor Associates	SBE,DVBE	
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
PCG Utility Consultants, Inc.	SBE,EBE	F/AA
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C

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PMCS Group <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
Regenerative Design Studios		F/C
SA Associates	MBE,SBE,EBE	M/SAA
Safework, Inc.	WBE,SBE,EBE	F/C
Shimahara, Inc. dba Shimahara Illustration	MBE,SBE,EBE	
The Alliance Group Enterprise	MBE,SBE,EBE	M/APA
The Robert Group <sup>1</sup>	MBE/WBE,SBE,EBE	F/AA
The Sierra Group <sup>1</sup>	MBE/WBE	F/HA
TJC and Associates, Inc.	SBE,EBE	
Value Management Institute	SBE,EBE,DVBE	
VT Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	
WRECO	MBE	M/APA

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Bennett Trenchless Engineers
Brierley Associates Corp.
CB&I Environmental & Infrastructure
Consensus, Inc. <sup>1</sup>
Converse Consultants <sup>1</sup>
E2 Consulting Engineers, Inc.
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
Group Delta Consultants
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Jacobs Project Management Co. <sup>2</sup>
Kennedy/Jenks Consultants
Richard Brady & Associates
Rios Clementi Hale Studios <sup>1</sup>
Shannon & Wilson, Inc.

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

Subconsultant Information for RMC Water and Environment		
Subconsultant	MBE/WBE/SBE/EBE/DVBE	Gender/Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
Air Technology Laboratories, Inc.	SBE,EBE	
Alisto Engineering Group	MBE,SBE	M/APA
Asset Laboratories	MBE/WBE,SBE	F/APA
Atmospheric Analysis and Consulting, Inc.	MBE,SBE	M/SAA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA
Blaine Tech Services, Inc. <sup>1</sup>	SBE	
CA Project Management Consultants	WBE,SBE	F/C



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CivilEarth Engineering	MBE,SBE,EBE	M/APA
Constructive Community Relations	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
DDB Engineering, Inc.	SBE,EBE	F/C
DRP Engineering, Inc.	SBE,EBE	
E. W. Moon	MBE,SBE	M/AA
Haimann Engineering	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
The Morcos Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Patricia McGovern Engineers	WBE,SBE	F/C
PCG Utility Consultants, Inc.	SBE,EBE	F/AA
PMCS Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/Other
Project Partners	MBE,SBE,EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE,EBE	F/APA
TJC and Associates, Inc.	SBE,EBE	
VT Consulting Engineers, Inc. <sup>1</sup>	MBE,SBE,EBE	

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Brierley Associates Corp.
Converse Consultants <sup>1</sup>
De Par, Inc. dba Enthalpy Analytical
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
SCST, Inc.

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Tetra Tech, Inc.		
Subconsultant	MBE/WBE/SBE/EBE/DVBE	Gender/Ethnicity
Environmental Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
AESCO, Inc.	WBE,SBE,EBE	F/C
Air Technology Laboratories, Inc.	SBE,EBE	
Alisto Engineering Group	MBE,SBE	M/APA
The Alliance Group Enterprise	MBE,SBE,EBE	M/APA
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
Beyaz & Patel, Inc.	SBE,EBE	M/SAA

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Blaine Tech Services, Inc. <sup>1</sup>	SBE	
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Coast Surveying, Inc.	MBE,SBE	M/HA
Constructive Community Relations, LLC	SBE,EBE	F/C
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
D R Consultants & Designers, Inc. <sup>1</sup>	MBE/WBE,SBE, EBE	F/HA
DRP Water Engineering	SBE,EBE	
EPCM-RMS, Inc.	MBE,SBE	M/HA
E. W. Moon	MBE,SBE	M/AA
Flow Science, Inc. <sup>1</sup>	SBE	
FPL and Associates, Inc.	MBE,SBE,EBE	M/APA
Freeth/Moroz, Inc.	WBE	F/C
Gillis & Panichapan Architects, Inc.	MBE	M/APA
Galvin Preservation Associates, Inc. dba GPA Consulting <sup>1</sup>	MBE/WBE,SBE, EBE	F/HA
Hushmand Associates, Inc.	SBE,EBE	M/HA
Haimann Engineering	SBE,EBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Jones Environmental, Inc.	SBE,EBE	
Kearns & West, Inc.	SME/EBE	
Kennard Design Group dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
MapVision Technologies, Inc.	SBE,EBE	M/SAA
MARRS Services, Inc. <sup>2</sup>	WBE,SBE	F/SAA
McCormick Busse, Inc. dba MBI Media <sup>1</sup>	SBE,EBE	F/C
MLA Green, Inc. dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Moran Consulting Corporation <sup>1</sup>	MBE,SBE	M/HA
The Morcos Group <sup>1</sup>	WBE,SBE,EBE	F/C
Murakawa Communications, Inc. <sup>1</sup>	MBE/WBE	F/APA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
Performance Analytical Laboratories, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Patricia McGovern Engineers (PME)	WBE,SBE	F/C
PCG Utility Consultants, Inc.	SBE,EBE	F/AA
PMCS Group, Inc. <sup>1</sup>	WBE,SBE,EBE	F/Other
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE,SBE, EBE	F/APA
Project Partners, Inc.	MBE,SBE,EBE	M/APA
Proteus Consulting	SBE,EBE	F/SAA
Safe Utility Exposure, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
Separation Processes, Inc. (SPI)	SBE	
Tierra West Advisors, Inc.	MBE,SBE,EBE	M/APA
V & A Consulting Engineers, Inc.	SBE	M/HA
Value Management Institute	SBE,EBE,DVBE	
VS2 Consulting, Inc.	MBE,SBE	M/HA
VT Consulting Engineers <sup>1</sup>	MBE,SBE,EBE	

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE



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OBE Subcontractors
Acentech, Inc.
Air X Utility Surveyors
Alta Planning + Design, Inc.
Brierley Associates Corp.
De Par, Inc. dba Enthalpy Analytical
GEI Consultants
GDML dba Dake Luna <sup>1</sup>
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
Mott MacDonald <sup>1</sup>
Paul Hansen Engineering, LLC

<sup>1</sup>Certified LBE

<sup>2</sup>Pending Certification: LBE

Subconsultant Information for Parsons Brinckerhoff, Inc.		
Subconsultant	MBE/WBE/SBE/ EBE/DVBE	Gender/ Ethnicity
California Watershed Engineering Corp. (CWE)	MBE,SBE,EBE	M/HA
EW Consulting, Inc. <sup>1</sup>	WBE,SBE,EBE	F/C
FPA Underground, Inc.	MBE	M/APA
Lee & Ro, Inc. <sup>1</sup>	MBE,SBE	M/APA
Lenax Construction Services, Inc. <sup>1</sup>	WBE,SBE	F/C
Masbuild, Inc. <sup>2</sup>	SBE,EBE	F/AA
MLA Green Inc, dba Mia Lehrer & Associates <sup>1</sup>	MBE/WBE	F/HA
Ninyo & Moore <sup>1</sup>	MBE	M/HA
O'Connor Construction Management, Inc.	DVBE	
Safe Utility Exposure, Inc. <sup>1</sup>	WBE,SBE,EBE	
Separation Processes, Inc. (SPI)	SBE	
V & A Consulting Engineers <sup>1</sup>	MBE	M/HA
Environment Treatment & Technology dba Advanced Technology Laboratories <sup>1</sup>	MBE,SBE	M/HA
American Scientific Laboratories, LLC	SBE,EBE	
ArchaeoPaleo Resources Management, Inc.	WBE	F/C
Asset Laboratories	MBE/WBE,SBE	F/APA
BRC-Equals3, Inc.	SBE,EBE	F/C
CA Project Management Consultants <sup>1</sup>	MBE/WBE	F/C
CivilEarth Engineering	MBE,SBE,EBE	M/APA
Cogstone Resource Management, Inc.	WBE,SBE,EBE	F/C
Constructive Community Relations	SBE,EBE	F/C
Cornerstone Studios, Inc.	MBE/WBE	F/APA
CPM Construction, Inc.	MBE,SBE,EBE	M/SAA
Diaz Consultants, Inc. dba Diaz Yourman & Associates	MBE,SBE	M/HA
DRP Engineering, Inc.	SBE,EBE	
E. W. Moon, Inc.	MBE,SBE	M/AA
EMAX Laboratories, Inc. <sup>1</sup>	SBE	
Geo-Advantec, Inc.	SBE,EBE	
Haimann Engineering	SBE,EBE	

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IDS Group, Inc.	SBE	
Integrated Engineering Management (IEM) <sup>1</sup>	WBE	F/C
Kennard Design Group, Inc. dba KDG Architecture & Planning <sup>1</sup>	MBE/WBE	F/AA
Lynn Capouya, Inc.	WBE, SBE, EBE	F/C
MA Engineering <sup>2</sup>	SBE, EBE, DVBE	M/HA
MapVision Technologies, Inc.	SBE, EBE	M/SAA
MARRS Services, Inc.	WBE	F/SAA
McCormick Busse, Inc. dba MBI Media	SBE, EBE	F/C
Patricia McGovern Engineers	WBE, SBE, EBE	F/C
PMCS Group, Inc.	WBE, SBE, EBE	F/Other
Project Partners, Inc.	MBE, SBE, EBE	M/APA
Getter Engineering, Inc. dba ProjectLine Technical Services, Inc.	MBE/WBE, SBE, EBE	F/APA
Proteus Consulting	SBE, EBE	F/SAA
Regenerative Design Studios	DBE	F/C
SCST, Inc.	DVBE	
Simpson & Simpson Management Consulting, Inc. <sup>1</sup>	SBE	
The Morcos Group <sup>1</sup>	WBE, SBE, EBE	F/C
Value Management Institute	SBE, EBE, DVBE	

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

OBE Subcontractors
Council for Watershed Health
Abadi-Bouhier (ABCS) Consulting Services
Air X Utility Surveyors, Inc.
Brierley Associates Corp.
Black & Veatch Corporation <sup>1</sup>
De Par, Inc. dba Enthalpy Analytical
Geo-Logic Associates
David T. Hamilton & Associates, Inc. dba Hamilton Drilling Corporation
HDR Engineering, Inc. <sup>1</sup>
VTA Consulting Engineers, Inc.

<sup>1</sup>Certified LBE<sup>2</sup>Pending Certification: LBE

The OCC has verified the subconsultants' certifications as of the time of review of this board report. The Awarding Authority who is issuing the individual task orders will be responsible for verifying the certification statuses as of the date a task order is assigned.



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EBO MJS RMK KRP CLS

Report reviewed by:

Respectfully submitted,

BOE (ADM and PAC) and BOS (FMD)

Report prepared by:

*[Handwritten signature]* For

Environmental Engineering Division

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

Michael J. Sarullo, PE  
Division Engineer  
Phone No. (310) 648-6120

Compliance Review performed  
and approved by:

*[Handwritten signature]*  
John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration

*[Handwritten signature]*  
Hannah Choi, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

MJS/02-2017-0039.EED.eeg

Questions regarding this  
report may be referred to:  
Michael J. Sarullo, Division Engineer  
Phone No. (310) 648-6120  
E-mail: Michael.Sarullo@lacity.org

AMENDMENT NO. 1

to

Contract No. C- 129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

AECOM



AMENDMENT NO. 1 TO CONTRACT NO. C- 129645, FOR PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF LOS ANGELES AND AECOM.

This Amendment modifies the Contract executed on July 12, 2017, between the City of Los Angeles (hereinafter referred to as "CITY") and AECOM(hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for project management, planning, design and construction management for wastewater and stormwater related projects and CONSULTANT submitted a statement of qualifications, in response; and

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

WHEREAS, on July 12, 2017, Contract No. C- 129645 was awarded to CONSULTANT, the terms of which will expire on July 11, 2022; and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and environmental engineering services for the various Department of Public Works projects and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through July 11, 2027; and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C- 129645 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects, the Bureau of Engineering plans to utilize consultants to provide program management, project management,

planning, design and construction management for wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater and stormwater related projects such as conveyance systems, abatement facilities, pumping plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 is hereby amended to add Section 3.3 to read as follows:

##### **3.3 Retention of Records, Audit and Reports**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 is hereby amended in its first paragraph to read as follows:

CITY designates Ethan B. Wong as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.



## ARTICLE 5

### **TERM OF CONTRACT**

Article 5 is hereby amended in its entirety to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 14 or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

## ARTICLE 6

### **SUBCONSULTANT APPROVAL**

No Change

## ARTICLE 7

### **COMPENSATION, INVOICING AND PAYMENT**

No Change

## ARTICLE 8

### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

## ARTICLE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person: Ethan B. Wong, Division Engineer  
Address: Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Pregerson Bldg., Suite 200  
Playa Del Rey, CA 90293

To CONSULTANT:

Contact Person: **Surendra Thakral, P.E.**, Senior  
Business Dev Director  
Address: 300 South Grand Street  
Los Angeles, CA 90071

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONSULTANT. The word "CONSULTANT" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONSULTANT herein, unless expressly stated otherwise, their obligations



and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

### ARTICLE 13

#### **KEY CONSULTANT PERSONNEL**

- 13.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 13.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 13.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

### ARTICLE 14

#### **TERMINATION**

##### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under

this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.



5. Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity

interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14 Termination for Convenience.

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

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

## ARTICLE 15

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### 16.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation



(including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 16 shall survive expiration or termination of this Contract.

#### 16.2 Insurance

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

### ARTICLE 17

#### **INDEPENDENT CONTRACTORS**

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

### ARTICLE 18

#### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the

coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

18.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 4. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

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

18.5 Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### 19.1 Ownership of Data and License

19.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property.



CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with

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

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

## 19.2 Intellectual Property Warranty

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

## 19.3 Intellectual Property Indemnification

19.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights 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 CONSULTANT, or its



subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

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

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

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

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

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

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

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 14, which is included as Attachment 7 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order



List of Subconsultants (**Exhibit C - Schedule B**). During the term of the contract, the CONSULTANT must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the "Final Subconsulting Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 15 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. The CITY has set anticipated participation levels of 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE.

## ARTICLE 22

### **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 Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

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

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 23

### **SEVERABILITY**

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

#### ARTICLE 24

#### **DISPUTES**

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

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 15 hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S



Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **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.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT’S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

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

Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### ARTICLE 30

#### **LIVING WAGE ORDINANCE**

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

#### ARTICLE 31

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

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

#### ARTICLE 32

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;



- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

#### ARTICLE 33

##### **WAIVER**

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

#### ARTICLE 34

##### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

#### ARTICLE 35

##### **PERMITS**

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

#### ARTICLE 36

##### **CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or

intangible matter produced by CONSULTANT hereunder), against CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### ARTICLE 37

#### **BEST TERMS**

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

#### ARTICLE 38

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

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

#### ARTICLE 39

#### **BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### ARTICLE 40

#### **SLAVERY DISCLOSURE ORDINANCE**

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

#### ARTICLE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S Subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign

contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least \$100,000 for performance under this Contract:

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

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

#### ARTICLE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 43

#### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

#### ARTICLE 44

#### **SUSPENSION**

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



obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

#### ARTICLE 45

#### **DATA PROTECTION**

- A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 46

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 47

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits

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

#### ARTICLE 48

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

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 49

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of

Justice at CONSULTANT’S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE 50

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### ARTICLE 51

#### **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively “Confidential Information”) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE 52

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE 53

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, “Contractor Personnel”), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the



public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

AECOM

**By: Surendra Thakral, P.E.**

**Title: Senior Business Dev Director**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**

AMENDMENT NO. 1

to

Contract No. C- 129642

for the

REQUIREMENTS FOR THE CONSTRUCTION AND ENVIRONMENTAL  
IMPACT STATEMENT

Project

City of Vancouver

and

APCADIW



AMENDMENT NO. 1 TO CONTRACT NO. C- 129642  
OF THE PEPPER-ROASTED ON-CAULIFLOWER AND ENVELOPMENTAL INVESTMENT SERVICES  
OF THE UOWANVEUEWAND APCADLW

That As hereby entered into this Contract heretofore on the 12th day of July 2016 between the City of Uio Anbhihi of the State of Hawaii to and from the City of Uio Anbhihi of the State of Hawaii (CONTRACTOR).

IT IS NOW SET,

F, EPEAWI (CITW HixhYa Ph) xhit 5or RxaJHtationi gPIR” on Wqths 7hr 29d2y16 5or qrophct s anabhs hntd qJannhbd YhiHn anY conitrxctiHn s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti anY CONWQUTANT ix7s HthY a itaths hnt o5 )xaJHtationi, H rhjqoni hj anY

F, EPEAWI CONWQUTANT Yhs onitratY) xaJHtationi to qhr5ors iaY i hr; Hthi anY Bai ihJhethY7l CITW ita55 7aihYon t f h h; aJxatHn crHthi iht 5ortf H t f h PI Rj anY

F, EPEAWI on uxJl 12d2y10dContract No. C- 129642 Bai aBarYhYto CONWQUTANTd t f h thrs i o5BfHf BHJ hntqHh on uxJl 11d2y22j anY

F, EPEAWI t f h CONWQUTANT H crrrhntJl qro; Hthb on-caJl BaithBathr anY hn; Hons hntaJ hnbHhhrHb i hr; Hthi 5or t f h; arHxi Dhqarts hnt o5ex7JH F orvi qrophcti anYfai t f h caqacHl anYhmqhrHhchYqhri onnhJ to qro; Hth t f h rh) xHhY i hr; Hthij anY

F, EPEAWI t f h CITW anYCONWQUTANT fa; h abrhYto hnthnYt f h thrs o5t f h Contract 7l k aYHthnaJl hari tfroxbf uxJl 11d2y20j anY

F, EPEAWI t f h CITW’WDhqarts hnt o5ex7JH F orvidGxrhax o5EnbHhhrHb dgfhrhHh5hr rh5hrrhY to ai (GOPEAQ”d H t f h erobras Manabhr anY o; hrihhi t f h CONWQUTANT’W qhr5ors anch o5t f H Contractj anY

NOF dT, EPEI OPEd H conitratHn o5 t f h 5orhboHb anY o5 t f h 7hnh5H BfHf BHJ accrxh to t f h qartHh fhrhto H carrl Hb oxt t f h conYHtationi o5t f H As hnYs hnt No. 1dContract No. C- 129642 H fhrh7l as hnYhYai 5oJJoBi:

ARTICLE 1

**DEFINITIONS**

No Cf anbh

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 H fhrh7l as hnYhYH H hntHhntl to rhaYai 5oJJoBi:

On chrtah ex7JH F orvi qrophcti dt f h Gxrhax o5EnbHhhrHb qJani to xtHh conixJtanti to qro; Hth qrobras s anabhs hntd qrophct s anabhs hntd

qJannHbd YhiHn anY conitrxtion s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti dios htH hi on an hs hrhbncl 7aiHdYxrHb tfh coxrih o5a thn-l har qhrHbY. Tfh h i hr; Hhi s al HcJxYhd7xt arh not JH HhY to tfh o; hraJJ qJannHbdYhiHn anYconitrxtion s anabhs hnt o5BaithBathr anYitors Bathr rhJathY qrophcti ixcf ai con; hl anch iliths ida7aths hnt 5acHdHid qxs qHb qJantid trhats hnt 5acHdHid oYor controJd rhcl cJhYrhcJaH hY Bathr qrophcti anY otfhr BaithBathr anYitors Bathr 5acHdHid oBnhYor qJannHY7l tfh CLTw.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 H fhrh7l as hnYhYto aYYWiction 3.3 to rhaYai 5oJJoBi:

##### **3.3 Phthntion o5PhcorYidAxYH anYPHQorti**

CONTRACTOR ifaJJ s aHtaH aJJ rhorYidHcJxYHb rhorYi o5 5hancHJ traniactiHni dqrhtaHb to tfh qhr5ors anch o5tfH ContractdH tfH orHbHaj 5ors or ai otfhrBHh aqgro; hY7l CLTw. Tfh h rhorYi ifaJJ 7hrhtaHhY 5or a qhrHbY o5no Jhi i tfan tfrhh l hari 5ors tfh Jathr o5tfh 5oJJoBHb: gl" 5haJ qal s hnt s aYh 7l CLTw d g" tfh hmqHation o5 tfH Contract or g" thrs Hation o5tfH Contract. Tfh rhorYi BH 7h ix7pct to hnas Hation anY axYH 7l axtf orHhY CLTw qhri onnhJ or CLTw'Wrhqrhi hntatHhi at anl tH h. CONTRACTOR ifaJJ qro; Hh anl rhqorti rh) xhithY 7l CLTw rhbarYHb qhr5ors anch o5 tfH Contract. Anl ix7contract hnthrhY Hto 7l CONTRACTOR 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHaj qro; Hh.

In JHx o5rhtaHb tfh rhorYi 5or tfh thrs ai qrhicrHhYH tfH qro; Hhond CONTRACTOR s al dxqon CLTw'WBrHh hn aqgro; aJdix7s H tfh rh) xhithY H 5ors ation to CLTw H an hJctronH 5ors atdh.b. QWG 5laif YrHhdat tfh hmqHation or thrs Hation o5tfH Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 H fhrh7l as hnYhYH H 5h t qarabraqf to rhaYai 5oJJoBi:

CLTw YhiHnathi Etfan G. F onb ai H ENVINEEPd rhqrhihntHb tfh CLTw H aJJ s atthri BHfH tfh icoqh o5 tfH Contract rhJatHb to tfh conYxct anYaqqro; aJo5tfh Borv to 7h qhr5ors hY. F fhnH; hr tfh thrs "aqgro; aJo5CLTw" "conixJt BHf CLTw" "con5hr BHf CLTw" or iH Har thrs i arh xihYdtfhl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al YhiHnath an ai iHtant to act H fH i thaY.

## ARTICLE 11

### **TERM OF CONTRACT**

Article 11 shall be subject to the following:

On the date of the signing of the Contract, the Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract. The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract.

The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract.

g) The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract.

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g) The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract.

## ARTICLE 12

### **SUBCONSULTANT APPROVAL**

No

## ARTICLE 13

### **COMPENSATION, INVOICING AND PAYMENT**

No

## ARTICLE 14

### **SUCCESSORS AND ASSIGNS**

Article 14 shall be subject to the following:

The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract. The Contractor shall be responsible for the execution of the Contract for a period of 12 months from the date of the signing of the Contract.

## ARTICLE 15

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**



Art. 9 of the 1971 Convention on the High Seas, which provides that the flag state has jurisdiction over its vessels on the high seas, is the basis for the jurisdiction of the flag state over its vessels on the high seas.

AJJ notdhi ifaJJ 7h s aYh H BrHb anYs al 7h bHhn 7l qhrionaJ YhJHrl or 7l s aH Wcf notdhi ihnt 7l s aHifoxJY7h rhbHthrhY or chrtSHY anYihnt to tfh YhiHbnathY contact qhrion 5or hacf qartl anY aYYrhiihYai 5oJJoBi:

To tfh CLT<sub>w</sub>:

Contact e hri on:

A YYrhi i :

Et f an G. F on b d D H, H on En b H h r

Gxrhax o5 EnbHhhrHhb

En; Hons hntaJ EnbHhhrHb DH; Hlon

12yyy S HIta DhJ Mar

erhbhri on GJYb.dWkHh 2yy

eJal a DhJ P hl dCA 9y293

TO CONVULSANT:

Contact e hri on:

A YYrhi i:

ars H Abf anHnde.E.dAi i ocHath

# S Herhi Hnt

888 F . 6tf WrhhtdTf HfYI Joor

Uoi AnbhJhi dCA 9yy01

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

IntntHnaJl Jh5t 7Janv

APTLCUE 11

## ORDER OF PRECEDENCE

InthntHnaJJl Jh5t 7Janv

Tfh Contract H f hrh7l as hnYhYto HcJxYh tfh 5oJJoBhb ArticleJhi:

APTLCUE 12

## SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

AJJ tHhidi x7tHhidi or fhaYHbi H tfH Contract fa; h 7hhn  
HihrthY 5or con; hnHhch anYifaJJ not 7h Yhhs hY to a55hct tfh s hanHb or  
conitrxctHn o5 anl o5tfh thrs i or qro; HhHni fhrho5. Tfh Janbxabh o5tfH  
Contract ifaJJ 7h conitrxhYaccorYHb to Hh 5aHs hanHb anYnot itrHtJ. 5or  
or abaHhit tfh CITw or CONWQUTANT. Tfh BorY (CONWQUTANT“  
fhrhH tfH Contract HhCxYhi tfh qartl or qartHh YHntH5HYYH tfh Contract.  
Tfh iHhbxJar ifaJJ HhCxYh tfh qJxraJ H 5tfhrh H s orh t5an onh  
CONWQUTANT fhrhHhdxnJhi i hnrhiiJ i tathYotfhrBHhdtfhH o7JHbatHni

anY Jh7Hhhi fhrhxnYhr ifaJJ 7h pht anYih; hraJ. Qih o5 tfh Shs Hhhd s aixJHhdor nhxthr bhnYhri ifaJJ 7h Yhs hY to HcJxYh tfh bhnYhri not xihY.

Tfh nxs 7hr o5 orHhhaJ thnti o5 tfH Contract ifaJJ 7h h) xaj to tfh nxs 7hr o5 tfh qartHh fhrhtodonth thnt 7hHb rhtaHhY 7l hacf qartl. At tfh CITw'W oqthondonth or s orh aYYHhonaJ orHhhaJ thnti o5 tfH Contract s al aJio 7h rhtaHhY 7l tfh CITw.

### APTICUE 13

### **KEY CONSULTANT PERSONNEL**

13.1 QnJhii otfhrBHh qro; HhY or aqqro; hY 7l tfh CITwd CONVQUTANT ifaJJ xih Hh oBn hs qJol hhi to qhrSors tfhihr; Hhhi YhicerHhY Hh tfH Contract. Tfh CITw ifaJJ fa; h tfh rHft to rh; HhB anY aqqro; h anl qhrionnhJ Bfo arh aiiHhnhY to Borv xnYhr tfH Contract. CONVQUTANT abrhhi to rhs o; h qhrionnhJ Sors qhrSors HhB Borv xnYhr tfH Contract Hh rh) xhithY to Yo io 7l tfh CITw.

13.2 CONVQUTANT BHJ YhiHhath vhl conixJtant qhrionnhJ to Hh qJhs hnt tfh Borv on a tai v 7l tai v 7ai Hh. AJJ thefnHhJ i qhcHhJ Hhiti aiiHhnhY to hacf tai v xnYhr tfH contract ifaJJ 7h ix7pht to tfh ENVINEEP'Waqgro; aJ.

13.3 CONVQUTANT abrhhi tfat qhrionnhJ aiiHhnhY to tfhih qoiHhoni at tfh cos s hncbs hnt o5 ihr; Hhhi xnYhr tfH Contract ifaJJ ihr; h Hh tfhih qoiHhoni ai Jonb ai rh) xHhY 7l tfh CITwd anY CONVQUTANT ifaJJ not cfanbh qhrionnhJ aiiHhnhY to tfhih qoiHhoni BHf oxt tfh conihnt anY aqqro; aJ o5 tfh ENVINEEPd qro; HhYixcf conihnt ifaJJ not 7h xnrhaiona7Jl BHf fhJY.

### APTICUE 14

### **TERMINATION**

A. Thrs Hhathon 5or Con; hnHhch

CITw s al thrs Hhath tfH Contract 5or CITw'Wcon; hnHhch at anl thh h 7l qro; HhB CONVQUTANT tfHtl Yal i BrHhthn notHh. Qqon rhchHt o5 tfh notHh o5 thrs Hhathond CONVQUTANT ifaJJ Hh s hYHhJl tavh actHh on not to Hhcxr anl aYYHhonaJ o7JHhathonid coiti or hnqhnihid hncqht ai s al 7h nhchiarl to thrs Hhath Hh actHhHhhi. CITw ifaJJ qal CONVQUTANT Hh rhaiona7Jh anY aJJoBa7Jh coiti tfroxbf tfh h55hctHh Yath o5 thrs Hhathon anYtfoih rhaiona7Jh anY nhchiarl coiti HhcxrrhY 7l CONVQUTANT to h55hct tfh thrs Hhathon. Tfhrrha5thrd CONVQUTANT ifaJJ fa; h no 5xrtfhr cJaHh i abaHhit CITw xnYhr tfH Contract. AJJ 5HhfhY anY xn5HhfhY Yocxs hnti anYs athrHhJi qrocxrhY 5or or qroYxchY xnYhr

tfH Contractd McJxYmb aJ HthJhetxaj qroqhrtl rHfti ClTw H hntHhY tod ifaJ 7hcos h ClTw qroqhrtl xqon tfh Yath o5 tfh thrs Hathon. CONWQUTANT abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or ClTw to qhr5ctd s hs orHJhd or rheorY ClTw'W oBnhri fH o5rHfti qro; HhYfhrhH.

G. Thrs Hathon 5or Grhacf o5Contract

1. Enchqt ai qro; HhYH ArtHJh 22dH CONWQUTANT 5aH to qhr5ors anl o5tfh qro; Hhni o5tfH Contract or io 5aH to s avh qrobrhi i ai to hnYanbhr tH hJ qhr5ors anch o5 tfH ContractdClTw s al bHh CONWQUTANT BrHhn notHh o5 tfh Yh5axJt. ClTw'WYh5axJt notHh BHJ HhYdath Bfhtfhr tfh Yh5axJt s al 7h cxrhYanYtfh tH h qhrHhYto cxrh tfh Yh5axJt to tfh ioJh iatH5actHn o5 ClTw. AYYHhonaJl d ClTw'W Yh5axJt notHh s al o55hr CONWQUTANT an oqportxnH to qro; Hh ClTw BHf a qJan to cxrh tfh Yh5axJtdBfHf ifaJ 7h ix7s HhYto ClTw BHf H tfh tH h qhrHhYaJJoBhY7l ClTw. At ClTw'WioJh YHcrhtHnd ClTw s al acchqt or rhphct CONWQUTANT'WqJan. L5tfh Yh5axJt cannot 7h cxrhYor H CONWQUTANT 5aH to cxrh BHf H tfh qhrHhYaJJoBhY7l ClTwd tfhn ClTw s al thrs Hath tfH Contract Yxh to CONWQUTANT'W7rhacf o5tfH Contract.
2. L5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANT'W 5aHrh to s aHtaH tfh Hixranch rh)xHhY xnYhr tfH ContractdCONWQUTANT ifaJ H s hYHthJl: gl"ixiqhnY qhr5ors anch o5 anl ihr; Hhni xnYhr tfH Contract 5or BfHf Hixranch Bai rh)xHhY anY g2" notHh H hs qJol hhi anY W7conixJtanti o5 tfh Joii o5 Hixranch co;hrabh anY ConixJtant'i o7JHathon toixiqhnYqhr5ors anch o5ihr; Hhni. CONWQUTANT ifaJ not rhcos s hneh qhr5ors anch xntH CONWQUTANT H 5xJl HixrhY anY H cos qJHanch BHf ClTw'Wrh)xHhs hnti.
3. L5 a 5hYhraJ or itath qrochhYmb 5or rhJH5 o5 Yh7tori H xnYhrtavhn 7l or abahit CONWQUTANTd or H CONWQUTANT s avhi an aiiHns hnt 5or tfh 7hnh5H o5 crhYHrid tfhn ClTw s al H s hYHthJl thrs Hath tfH Contract.
4. L5CONWQUTANT hnbabhi H anl YHf onhit conYxct rhJathY to tfh qhr5ors anch or aYs HhHtration o5 tfH Contract or ; HJathi ClTw'WJaBid rhbxJatHni or qoJHh rhJatHb to Jo77l Hbd tfhn ClTw s al H s hYHthJl thrs Hath tfH Contract.



k. Acti o5 MoraJ TxrqHxYh

a. CONWQUTANT ifaJJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehriond ai YhSHhY 7hJoBd H cfarbhY Bf d H YHthY Sord con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtodanl act Bf Hf conitHxthi an o5Shnih H; oJ; Hb s oraJ txrqHxYh xnYhr ShYhraJd itathd or JocaJ JaBi g Act o5 MoraJ TxrqHxYh“”.

7. I5CONWQUTANT or a Khl ehri on H con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtod an Act o5 MoraJ TxrqHxYhdCLTw s al H s hYHthJl thrs Hhath tf H Contract.

c. I5CONWQUTANT or a Khl ehri on H cfarbhY Bf or H YHthY 5or an Act o5 MoraJ TxrqHxYhdCLTw s al thrs Hhath tf H Contract a5thr gro; Hb CONWQUTANT an oqportxnH to qrhihnt h; Hhch o5 CONWQUTANT'Wa7H to qhr5ors xnYhr tf h thrs i o5tf H Contract.

Y. Acti o5 MoraJ TxrqHxYh HcJxYhd7xt arh not JH HhY to: ; Hhnt ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 660.kd crH hi H; oJ; Hb BhaqoniderH hi rhixJHb H i hrHxi 7oYH Hpxrl or Yhatf di hrHxi ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 1192.0danYtfoih crH hi rhShrhchY H tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh WctHn k164g”g”j H aYYHn to anY HcJxYHb acti o5 s xrYhrdraqhdihnxaJ aiaxJd ro77hrl d vHnaqqHbd fxs an tra5HvHbd qH qHbd ; oJxntarl s aniJaxbfthrdabba; athY aiaxJdaiiaxJt on a qhach o5Hhds al fhs d5raxYdYos hitH a7xihd hJYhrJl a7xihdanYcfHYa7xihdrhbarYhi o5Bfhtfhr ixcf acti arh qxnHfa7Jh 7l ShJonl or s HYhs hanor con; Hthn.

h. I or tfh qxrqoihi o5tf H gro; Hhnda Khl ehri on H a qHhHqJd o5Hhhd or hs qJol hh aiiHhnhY to tf H Contractd or oBnhr gYHhctJl or H YHhctJl dtfroxbf onh or s orh Hhthrs hYHrHh”o5thn qhrchnt or s orh o5tf h ; othb qoBhr or h)xH

## 11thrhiti o5CONWQUTANT.

6. In tfh h; hnt CLTw thrs Hathi tfH Contract ai qro; HhYH tfH ihetHndCLTw s al qroexrhdqon ixcf thrs i anYH tfh s annhr ai CLTw s al Yhhs aqqroqrHthdihr; Hhi iH Har H icoqh anY Jh; hJ o5 h55ort to tfoih io thrs Hathyd anYCONWQUTANT ifaJJ 7h JH7Jh to CLTw 5or aJJ o5 H coiti anYYas abhidHcJxYHbd7xt not JH HhYtodanl hnehi coiti 5or ixcf ihr; Hhi.

0. L5da5thr notHh o5 thrs Hation o5 tfH Contract xnYhr tfh qro; Hhoni o5 tfH ihetHndH H Yhthrs HhY5or anl rhaion tfat CONWQUTANT Bai not H Yh5axJt xnYhr tfh qro; Hhoni o5 tfH ihetHndor tfat tfh Yh5axJt Bai hnexia7Jh xnYhr tfh thrs i o5 tfH Contractd tfh rHfti anY o7JHbatHni o5 tfh qartHh ifaJJ 7h tfh ias h ai H tfh notHh o5 thrs Hation faY 7hhn HixhY qxrixant to ArtHJh 14 Thrs Hation 5or Con; hnHhch.

8. Tfh rHfti anY rhs hYHh o5 CLTw qro; HhYH tfH ihetHn ifaJJ not 7h hneJxi Hh anYarh H aYHhion to anl otfhr rHfti anY rhs hYHh qro; HhY7l JaB or xnYhr tfH Contract.

C. In tfh h; hnt tfat tfH Contract H thrs HathydCONWQUTANT ifaJJ H s hYHthJl notH aJJ hs qJol hhi anY W7conixJtantid anY ifaJJ notH H BrHhb aJJ otfhr qartHh contracthYBHf xnYhr tfh thrs i o5 tfH Contract BHf H 5Hh BorvHb Yal i o5 tfh thrs Hation.

## APTICUE 1k

## AMENDMENTS, CHANGES OR MODIFICATIONS

As hnYs hntidefanbhi or s oYHhationi to tfh thrs i o5 tfH Contract s al 7hs aYhat anl tH h 7l s xtXaJBrHh abrhhs hnt 7htBhnn tfh qartHh fhrhto anY ifaJJ 7h iHhY7l tfh qhri oni axtf orHhYto 7HhYtfh qartHh fhrhto anY aqqro; hYqxrixant to tfh qro; Hhoni o5 **Article 5**.

## APTICUE 16

## INDEMNIFICATION AND INSURANCE

### 16.1 InYhs nHhation

Enchqt 5or tfh actHh nhbJHhch or BHJ5xJ s HconYxct o5 tfh CLTw dor anl o5 H GoarYid o55Hhrid abhntid hs qJol hhi d aiiHnid anY ixchhi ori H HthrhithdCONWQUTANT xnYrtavhi anY abrhhi to Yh5hnYdHhYs nH anY foJYfars Jhii tfh CLTw anY anl o5 H GoarYid o55Hhrid abhntidhs qJol hhi d aiiHni anY ixchhi ori H Hthrhith 5ros anY abaHhit aJJ ixH anY caxihi o5 actHndcJaH idJoi ihidYhs anYi anY hmqhni hidHcJxYHb 7xt not JH HhYtod attornhl 'i 5hhi g7otf H-foxih anY oxtiHh coxnihp' anY coit o5 JHhation

18.2 CONVULSANT ifaJ 7h rhi qoni 7h 5or tfh  
gro5hi i lonaJ) xaJdl dthcf nJaJ accxracl dth hJ cos qJht londaYtfh



coorYmatlon o5 aJJ Yhi Bnid YraBmbidi qhcHmatlonid rhqortid anY  
otfhr i hr; Ichi 5xrnHfhY 7l CONVQUTANT xnYhr tfH Contract.  
CONVQUTANT ifaJd at no aYHonaJ coit to CLTwd corrhct or  
rh; Hh anl hrrorid os Hh lonid or otfhr YhSHncHh H Hh Yhi Bnid  
YraBmbidi qhcHmatlonid rhqortidcaJcxJatloni danYotfhr i hr; Ichi.

18.3 Tfh CONVQUTANT ifaJJ hnfH qroqhr  
qroShiiHonaJ pYbs hnt H tfh xih o5 H5ors atlon 5xrnHfhY 7l CLTw  
H ArtHJh 4. In tfh h; hnt tfat iaYH5ors atlon H not YhJhrhYtH hJl  
or tfat H H YHco; hrhY to 7h Hcorrhct or s HJhaYHbd  
CONVQUTANT BHJ notH tfh CLTw H a rhaiona7Jh s annhr a5hr  
tfh YHco; hrl o5 ixcf tarYHhii or Hcorrhct or s HJhaYHb  
H5ors atlon anY gros qtJl s avh a Yhthrs matlon o5 H coiti anY  
iefhYxJh H qact on tfH Contractdai BhJ ai rhcos s hnYatloni 5or  
tfh corrhctlon o5 ixcf Hcorrhct or s HJhaYHb H5ors atlon.

18.4 CONVQUTANT ifaJJ qhr5ors ixcf  
qroShiiHonaJ i hr; Ichi ai s al 7h nhchiarl to accos qJHf tfh Borv  
rh) xHhY to 7h qhr5ors hYxnYhr tfH Contract H accorYanch BHf tfH  
Contract.

18.k Enchqt ai iqhcSHY H ArtHJh 16 anY ai  
otfhrBHh qro; HhY H tfH Contractd tfh CONVQUTANT ifaJJ 7h  
anY ifaJJ rhs aH JH7JhdH accorYanch BHf aqJHda7Jh JaBd5or aJJ  
Yas abhi to CLTw caxihY 7l CONVQUTANT'W nhbJHhnt  
qhr5ors anch o5 anl o5 tfh i hr; Ichi 5xrnHfhY xnYhr tfH Contractd  
hnecht 5or hrrorid os Hh lonid or otfhr YhSHncHh to tfh hntHnt  
attrHxta7Jh to CLTwCLTw-5xrnHfhY Yatador anl tfHY qartl.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrifH o5 Data anYUHhni h**

19.1.1 QnJhi i otfhrBHh qro; HhY5or  
fhrhHd aJJ F orv eroYxcti orBHhathY anY qrhqarhY 7l  
CONVQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH  
Contract ifaJJ 7h anY rhs aH tfh hncJxiHh qroqhrtl o5 tfh  
CLTw 5or H xih H anl s annhr H Yhhs i aqgroqrHh. F orv  
eroYxcti arh aJJ BorvidtanbHJh or notd crhathY xnYhr tfH  
Contract HcJxYHbdBHf oxt JH HmatlonidYocxs hntids athrHJd  
Yatad rhqortid s anxaJid iqhcHmatlonid artBorvd YraBmbid  
ivhtcfhid cos qxthr qrobras i anY Yata7aihid icfhs atHid  
qfotobraqfid ; Hho anY axYH; HxaJ rhorYHbid ioxnY  
rhorYHbids arvidJoboidbraqfid Yhi Bnid nothid Bh7i Hhid  
Yos aH nas hidH; hntlonidqrochiihid5ors xJai s atthri anY  
cos 7Hmatloni tfrho5danYaJJ 5ors i o5 HhJhctxaJ qroqhrtl.

CONWQUTANT fhrh7l aiiHnid anY abrhhi to aiiHndaJJ  
booYBHddcoql rHftdtraYhs arvdqathntdtraYh iherht anY aJJ  
otfhr HthJhctxaJ qroqhrtl rHfti BorJYBYH H anl F orv  
eroYxcti orHhathYanYqrhgarhY7l CONWQUTANT xnYhr  
tfH Contract. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl  
Yocxs hnti nhchiiarl 5or tfh CLTw to qhrShctds hs orHJHhd  
or rhcorYtfh CLTw'WoBnhri fH o5 rHfti qro; HhYfhrhH.

19.1.2 F Hf rhbarY to tfh 7aiH 5or  
Yhi Hn caJcxJatHni anYhnbHhhrHb nothi dixcf Yata ifaJJ 7h  
qro; HhY to tfh CLTw H ga" farY co; hr qoit 7H Yhrgi" d  
aqqroqrHthJl H YhnhYdon tfH Ml Jar itocv or booY) xaJHl  
qaqhr iathHfactorl 5or rhqroYxctHn.

19.1.3 I or aJJ F orv eroYxcti  
YhJHhrhY to tfh CLTw tfat arh not orHhathY or qrhgarhY7l  
CONWQUTANT or H ix7conixJtanti o5 anl tHr xnYhr tfH  
Contractd CONWQUTANT fhrh7l branti a non-hncJxiHh  
qhrqhtxaJ JHhniH to xih ixcf F orv eroYxcti 5or anl CLTw  
qxrqoihi.

19.1.4 CONWQUTANT ifaJJ not  
qro; Hh or YHcJoiH anl F orv eroYxcti to anl tfH Yqartl  
BHf oxt qrlor BrHhHn conihnt o5 tfh CLTw.

19.1.k AJJ Yocxs hntid H5ors atHn  
anY qrh-hnHtHb s athrHJi qro; HhY 7l CLTw to  
CONWQUTANT anY H ix7conixJtanti arHhHb oxt o5 or  
rhJathY to tfH Contract ifaJJ rhs aH tfh qroqhrtl o5 tfh  
CLTw. Tfh CONWQUTANT s al not xihd YHtrHxth or  
otfhrBHh s avh qx7JH H anl s annhrdHfhr 5or qroSH or not  
5or qroSH anl o5 tfh H5ors atHnd Yocxs hntatHnd or  
qrochYxri Yh; hJoqhY 5or tfh CLTw fhrhxnYhr BHf oxt tfh  
qrlor BrHhHn conihnt o5 tfh CLTw. CONWQUTANT 5xrtfhr  
abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to  
qhrShctd s hs orHJHhd or rhcorYtfh CLTw'WoBnhri fH o5  
rHfti.

19.1.6 Anl ix7contract hnthrhY Hto  
7l CONWQUTANT rhJathHb to tfH Contractd to tfh hnthnt  
aJJoBhYfhrhxnYhrdi faJJ HcJxYh a JHh qro; HhHn 5or Borv to  
7h qhr5ors hY xnYhr tfH Contract to contractxaJJ 7H Y or  
otfhrBHh o7JHh H ix7conixJtanti qhr5ors Hb Borv xnYhr  
tfH Contract ixcf tfat tfh CLTw'WoBnhri fH anY JHhniH  
rHfti o5 aJJ F orv eroYxcti arh qrhhr; hY anY qrothethY ai  
HhthnYhYfhrhH. I aHkrh o5 CONWQUTANT to cos qJl BHf

tfH rh)xHhs hnt or to o7taH tfh cos qJHanch o5 H  
ix7conixJtanti BHF ixcf o7JHbati6ni ifaJ ix7pct  
CONWQUTANT to tfh H qoiH6n o5 anl anYaJ ianct6ni  
aJoBhY 7l JaBdHcJxYHb 7xt not JH HhY to thrs H6ti6n o5  
CONWQUTANT'WContract BHF tfh CLTw.

19.1.0 CONWQUTANT abrhhi tfat a  
s onhtarl rhs hYl 5or 7rhacf o5 tfH Contract s al 7h  
HhYh)xathd H qractH6a7Jhd or YH5HxJt to qro; h anY tfat a  
7rhacf s al caxih CLTw Hrhqara7Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh)xHhs hnt 7l ihhvHb HpxnctHh  
rhJH5 anY iqhcH6 qhr5ors anchd BHF oxt anl nhchiiH o5  
ifoBHb actxaJ Yas abh or Hrhqara7Jh fars . WhhvHb  
HpxnctHh rhJH5 or iqhcH6 qhr5ors anch Yohi not qrhcJxYh  
CLTw 5ros ihhvHb or o7taH6b anl ofhr rhJH5 to BfHf  
CLTw s al 7h hntHhY.

## 19.2 InthJhctxaJeroqrtl F arrantl

19.2.1 CONWQUTANT rhqrhi hnti  
anY Barranti tfat H qhr5ors anch o5 aJ o7JHbati6ni xnYhr  
tfH Contract Yohi not H5HbH H anl Bal d YHhctJl or  
contrHxtorH dxqon anl tfH Y qartl 'i HthJhctxaJ qroqrtl  
rHftid HcJxYHbd BHF oxt JH H6ti6nd qathntid coql rHftid  
traYhs arvidtraYh iherhti drHfti o5 qx7JH6H anY qroqrHtarl  
H5ors ati6n.

## 19.3 InthJhctxaJeroqrtl InYhs nH6ti6n

19.3.1 CONWQUTANTd at H oBn  
hnqhnihd xnYhrtavhi anY abrhhi to Yh5nYd HhYhs nH6 danY  
foJY fars Jhi tfh CLTw danY anl o5 H GoarYid o5H6hid  
abhntidhs qJol hhidai iH6nidanY icchi6ri H Hthrhith 5ros  
anY abaH6it aJ ixH anY caxih o5 acti6nd cJaH id Joiid  
Yhs anYi anY hnqhnihid HcJxYHb 7xt not JH HhY tod  
attornhl 'i Shhi g7otf H-foxih anYoxti Hh coxnihP'anYcoit  
o5 JH6ti6n gHcJxYHb aJ actxaJ JH6ti6n coiti HcxrrhY 7l  
tfh CLTw HcJxYHb 7xt not JH HhY todecoiti o5 hnqhrti anY  
conixJtanti'd Yas abhi or JH7H6H o5 anl natxrh Bfati6h; hr  
arH6b oxt o5 tfh H5Hbhs hntdactxaJ or aJHbhYd YHhct or  
contrHxtorl do5 anl HthJhctxaJ qroqrtl rHftid HcJxYHbd  
BHF oxt JH H6ti6nd qathntid coql rHftid traYhs arvid traYh  
iherhti drHfti o5 qx7JH6H anY qroqrHtarl H5ors ati6n gl'on  
or H anl Yhi H6nds hYHs ds atthrdart6Jhd qrochiids htfoYd  
aqqJH6ti6nd h)xHs hntd Yh; H6d H6trxs hntati6nd io5 Barhd  
farYBarhd or Shs Barh xihY 7l CONWQUTANTd or H



ix7conixJtanti o5anl tHrdH qhr5ors Hb tfh Borv xnYhr tfH Contractj or g2” ai a rhixJt o5tfh CLTw’WactxaJ or HthnYhY xih o5anl F orv eroYxct 5xrnHfhY 7l CONWQUTANTdor H ix7conixJtanti o5anl tHrdxnYhr tfh Contract. P Hfti anY rhs hYHh a; aHa7Jh to tfh CLTw xnYhr tfH qro; Hlon arh cxs xJatHh o5tfoih qro; FhY 5or hJhBfhrh H tfH Contract anYtfoih aJJoBhY xnYhr tfh JaBi o5 tfh QnHhY Wathidtfh Wath o5CaJH5ornHadanYtfh CLTw. Tfh qro; Hloni o5 **Article 19** ifaJJixr; Hh hmqHation or thrs Hation o5tfH Contract.

19.3.2 In CONWQUTANT’WYh5ni h o5 tfh CLTw Yh5nYantid nhbotHationd cos qros Hhd anY ihttJhs hnt o5anl ixcf H5Hbbs hnt actHndtfh Uoi AnbhJhi CHl Attornhl ’i O55Hh ifaJJ rhtaH YHcrhtlon H anY controJ o5 tfh JHbHationd nhbotHationd cos qros Hhd ihttJhs hntd anY aqqaJi tfhrh5ros d ai rh)xHhY 7l tfh Uoi AnbhJhi CHl CfarthrdqartHxJarJl ArtHJh Hd Wictloni 201d202 anY 203 tfhrho5.

19.3.3 F fhrh anl F orv eroYxct 5xrnHfhY7l CONWQUTANT ga” 7hecos hi tfh ix7pct o5an actHnd g7” Hl aYpYHathY ai H5HbHb a tfHhY qartl ’i InthJhctxaJ eroqrtl rHftd or g” fai H xih hnpHhY or JHhni h thrs HathYj CONWQUTANT ifaJJdBHf tfh CLTw’W conihntd Yo onh o5 tfh 5oJJoBhHb H s hYHthJl . CONWQUTANT ifaJJ at H hmqhni h hHf hr:

H grocxrh 5or tfh CLTw tfh rHft or JHhni h to contHxh xiHb tfh F orv eroYxctj or

H rhqJach tfh F orv eroYxct BHf a 5xnctHonaJl h)xHJahntd non-H5HbHb qroYxct.

EnhrchH o5anl o5tfh a7o; h-s hntHnhY oqtHni ifaJJ not caxih xnYxh 7xiHhii Hthrrxqtion to tfh CLTw or YH Hhf tfh HthnYhY 7hnh5H anY xih o5 tfh F orv eroYxct 7l tfh CLTw xnYhr tfH Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhi i ofhrBHh hnh qtdtfH Contract H ix7pct to tfh aqqJda7Jh non-YHcrH Hationdh) xaJ 7hnh5H dh) xaJhs qJol s hnt qractHh danYa55Hs atHh actHn qrobras qro; Hloni H UAAC Wictlon 1y.8 ht ih) .dai as hnYhY 5ros tH h to tH h.

A. CONVQUTANT ifaJJ cos qJl Biff tfh aqqJha7Jh non-YhcrH matlon anYa55hs atHh actlon qro; Hloni o5 tfh JaBi o5 tfh QnHhY Wathi o5 As hrHdad tfh Wath o5 CaJJornHdad anY CITw. In qhr5ors Hb tfH Contractd CONVQUTANT ifaJJ not YhcrH Hmath H anl o5 Hf fHhHb or hs qJol s hnt qractHh abahit anl hs qJol hh or aqqJhdant 5or hs qJol s hnt 7hcaxih o5 ixcf qhrion'i rachd coJord rhJHond natlonal or Hhhdanchi trl dihn dihnxaJ or Hntatlon dbn Yhrd bhn Yhr FhntH d abhd Yha7Hh d Yos hitH qartnhr itatxid s arHaj itatxi or s hYdaJ conYHlon.

G. Tfh rh)xHhs hnti o5 Wictlon 1y.8.2.1 o5 tfh UAACd tfh E)xaJ Ghnh5H OrYHanchd anY tfh qro; Hloni o5 Wictlon 1y.8.2.1g' arh HcorqorathY anYs aYh a qart o5 tfH Contract 7l rhShrhnh.

C. Tfh qro; Hloni o5 Wictlon 1y.8.3 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBH 7h vnoBn ai tfh (E)xaJ Es qJol s hnt eractHh " qro; Hloni o5 tfH Contract.

D. Tfh qro; Hloni o5 Wictlon 1y.8.4 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBH 7h vnoBn ai tfh (A55hs atHh Actlon erobras " qro; Hloni o5 tfH Contract.

Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntHdaJ qro; Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUTANT abrhhi anY o7JHbathi HhJ5 to xtHhZh tfh ihr; Hh o5 MHorH GxiHhii EnthrqrHh gMGE"dF os hn GxiHhii EnthrqrHh gF GE"d W aJJ GxiHhii EnthrqrHh gWGE"d Es hrbHb GxiHhii EnthrqrHh gEGE"d DHa7JhY Shthran GxiHhii EnthrqrHh gDSGE"d anY Otfhr GxiHhii EnthrqrHh gOGE" 5Hs i on a Jh; hJ io YhiHnathY H H qroqoiaJ. CONVQUTANT chrtHh tfat H fai cos qJHBYBH tfh GxiHhii IncJxlon erobras oxtrhacf rh)xHhs hnti o5 Mal oraJ EnhcxtHh DHhctHh 14dBf Hf H HcJxYh ai Attacfs hnt 0 to tfh Ph)xhit 5or RxaJHdationi. CONVQUTANT ifaJJ not cfanbh anl o5 tfh YhiHnathY ix7conixJtanti or rhYxch tfhH Jh; hJ o5 h55ort Biff oxt qrlor BrHhn aqqro; aJ o5 tfh CITw qro; FhYtfat ixcf aqqro; aJ BH not 7h xnrhai ona7Jl Biff fhJY.

CONVQUTANT fai ix7s HhY tfh UHt o5 eothntHJ MGE/F GE/WGE/EGE/DS GE/OGE W7conixJtanti (**Exhibit C – Schedule A**) aJonb Biff tfhH qroqoiaJ. At tfh tH h a iqhcHd taiv Borv orYhr H aiiHnhYto tfh conixJtantdtfh conixJtant s xit ix7s Htfh Tai v F orv OrYhr

Uht o5 W7conixJtanti (Exhibit C - Schedule B). DxrHb tfh thrs o5 tfh contractd tfh CONVQUTANT s xit ix7s H tfh MGE/F GE/WGE/EGE/DS GE/OGE QtHtation ero5h (Exhibit C - Schedule C) Bfhn ix7s Hb an H; oth to tfh CH. Qqon hmqtation or thrs Htation o5 tfh contractda ix7s s arl o5 tfh rhcorYi ifaJ 7h qrhqarhY on tfh "I HaJ W7conixJtanti Phqort" 5ors (Exhibit C - Schedule D) anY chrtHhY corrhct 7l tfh CONVQUTANT or H axtforHhY rhqrhi hntatHh. Tfh cos qJhthY 5ors ifaJ 7h 5xrnHfhY to tfh CLTw Bff H 1k BorvHb Yal i a5hr hmqtation or thrs Htation o5 tfh contract.

CONVQUTANT abrhhi anY o7Jbathi HhJ5 to xtHh tfh ihr; Hh o5 MHorHd os hndW aJdEs hrbHbdDHa7JhYS hthrandanY Otf hr Gxi Hh i EnthqrHh gMGE/F GE/WGE/EGE/DS GE/OGE" 5hs i on a Jh; hJ io Yhi HbathYH H qroqoiadH anl . Tfh CLTw fai iht antHhYqartHtation Jh; hJ o5 18% MGE d4% F GE d2k% WGE d8% EGEdanY 3% DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NhHf hr qartl ifaJ 7h Jd7Jh 5or H YhJal or 5aHxrh to qhr5ors anl o7Jbathon xnYhr anYH accorYanch Bff tfH ContractdH tfh YhJal or 5aHxrh arHh i oxt o5 5hhd 5JooYid hartf) xavhid hqHhs H d ) xarantHh rhtrHttonid otf hr natxraJ occxrrhndi dtrHh dJocvoxti gotf hr tfan a Jocvoxt 7l tfh qartl or anl o5 tfh qartl 'i W7conixJtanti' d 5hHft hs 7arbohid throrrHt actid Hixrrhettoni or otf hr cH H YHtxr7anchid or otf hr iH Har h; hnti to tfoih YhcrHhY a7o; hd7xt H hacf cai h tfh YhJal or 5aHxrh to qhr5ors s xit 7h 7hl onYtfh controJ anY Bff oxt anl 5axJt or nhbJbhnch o5 tfh qartl YhJal hY or 5aHb to qhr5ors gfh h h; hnti arh rh5hrrhY to H tfH qro; Hton ai "I orch Maphxrh E; hnti "".

NotBffitanYhb tfh 5orhboHbd a YhJal or 5aHxrh to qhr5ors 7l a W7conixJtant o5 CONVQUTANT ifaJ not conitHxth a I orch Maphxrh E; hntdxnJh i tfh YhJal or 5aHxrh arHh i oxt o5 caxi h 7hl onYtfh controJ o5 7otf CONVQUTANT anY W7conixJtand anY Bff oxt anl 5axJt or nhbJbhnch o5 hHf hr o5 tfhs . In ixcf caihd CONVQUTANT ifaJ not 7h Jd7Jh 5or tfh YhJal or 5aHxrh to qhr5ors dxnJh i tfh booYi or ihr; Hh to 7h 5xrnHfhY 7l tfh W7conixJtant Bhrh o7taHa7Jh 5ros otf hr ioxrch i ix55Hhnt tH h to qhrs H CONVQUTANT to qhr5ors tH hJl . Ai xi hYH tfH Contractd tfh thrs "W7conixJtant" s hani a ix7conixJtant at anl tHr.

In tfh h; hnt CONVQUTANT'WYhJal or 5aHxrh to qhr5ors arHh i oxt o5 a I orch Maphxrh E; hntd CONVQUTANT abrhhi to xih cos s hrcHJl rhai ona7Jh 7hit h55orti to o7taH tfh booYi or ihr; Hh 5ros otf hr ioxrchid anY to otf hr Bff s Hbath tfh Yas abhi anY rhYxch tfh YhJal caxi hY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 23

## **SEVERABILITY**



WoxJY anl qortlon o5 tfhl Contract 7h Ynthrs hhy to 7h ; oHY or xnhn5orcha7Jhdi xcf ifaJJ 7h ih; hrhY 5ros tfh BfoJh anYtfh Contract BHI contlxh ai s oY5HY.

#### APTICUE 24

#### **DISPUTES**

WoxJYa Yhlqxth or contro; hri l arhlh conchnhbb gro; hlloni o5tfhl Contract or tfh qhr5ors anch o5 Borv fhrhxnYhrdtfh qartlli s al hJhet to ix7s Hixcf to a coxrt o5cos qhthnt prhlYdtlon.

#### APTICUE 2k

#### **ENTIRE CONTRACT**

Tfhl Contract ihti 5ortf aJJ o5tfhrhbf ti anYXtlli o5tfh qartlli Bhl rhqhct to tfh ix7pct s atthr fhrho5danYrhqJachi anl anYaJJ qrh; Hxi Contracti or xnYhritanYhbi dBfhtf hr Brhlhn or oraJdrhJathbb tfhrhto. Tfhl Contract s al 7h as hnYhYonJl ai qro; FhY5or h ArtlJh 1k fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl'i qhr5ors anch fhrhxnYhr ifaJJ cos qJl Bhl aJJ aqqJda7Jh JaBi o5tfh QnllhY Wathi o5 As hrldad tfh Wath o5 CaJlornlad anYtfh CITwd HicJxYhbb 7xt not JH HhY todJaBi rhbarYhbb fhaJtf anYia5htl dJa7or anY hs qJol s hntdBabh anYfoxri anYJlchni hbb JaBi Bfhl a55ct hs qJol hhi. Tfhl Contract ifaJJ 7h hn5orchYanYhthrqrhthYxnYhr tfh JaBi o5tfh Wath o5 CaJlornla Bhl oxt rhbarYto con5Jlct o5 JaB qrhlclJhi. CONVQUTANT ifaJJ cos qJl Bhl nhBd as hnYhYd or rh; HhY JaBi d rhbxJatlonid anY/or qrochYxrh i tfat aqqJl to tfh qhr5ors anch o5tfhl Contract.

In anl actlon arhlhb oxt o5tfhl Contractd CONVQUTANT conihnti to qhri onaJ prhlYdtlon danY abrhhi to 7rhlb aJJ ixcf actlonid hncJxi JhJl h i tath or 5hYhraJ coxrti JocathYh Uoi AnbhJhi

L5 anl qartd thrs or qro; hllon o5tfhl Contract Hl fhJY ; oHYd HJhbaJd xnhn5orcha7Jhd or h con5Jlct Bhl anl JaB o5 a 5hYhraJd i tath or JocaJ bo; hrns hnt fa; hbb prhlYdtlon o; hr tfhl Contractd tfh ; aJYHl o5tfh rhs ahlhb qartid thrs i or qro; hlloni o5tfhl Contract ifaJJ not 7h a55cthy tfhrh7l .

#### APTICUE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 aqqJda7Jhd CONVQUTANT rhqrhi hnti tfat Hfai o7taHhYanYqrhi hntJl foJYi tfh Gxi hhi i TamPhbhltration ChrtHlathg" rh) xHhY 7l tfh CITw'W

Gxi hii Tam OrYhanchd Wctlon 21.yy *et seq.* o5 tfh Uoi AnbhJhi MxnHdaJ CoYh. I or tfh thrs co; hrhY 7l tfH Contractd CONWQUTANT ifaJ s aHtaHd or o7taH ai nhchiarl daJ ixcf ChrtHdath rh)xHhY o5 H xnYhr tfh Gxi hii TamOrYhanchdanYifaJ not aJb anl ixcf ChrtHdath to 7h rh; ovhY or ixiqhnYhY.

#### APTICUE 28

#### **BONDS**

AJ 7onY rh)xHhY 7l CLTw ifaJ 7h 5HhY BHf tfh O55Hh o5 tfh CH AYS HhtrathH O55HrdP Hlv Manabhs hnt 5or H rh; HB anYacchqtanch H accorYanch BHf Uoi AnbhJhi AYS HhtrathH CoYh gUAAC"" Wctloni 11.40 ht ih).dai as hnYhY 5ros tH h to tH h.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix7pct to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd Wctlon 1y.1y o5 tfh Uoi AnbhJhi AYS HhtrathH CoYhdai as hnYhY 5ros tH h to tH h. CONWQUTANT H rh)xHhY to cos qJhth a ChrtHdath o5 Cos qJhanch BHf CfHYWqqort O7Jhathoni BfHf H attacfhY fhrhto ai **Exhibit E** anYHcorqorathYfhrhH 7l tfH rh5rhnh. exrixant to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd CONWQUTANT BHJ 5xJl cos qJ BHf aJ aqJda7Jh itath anY 5hYhraJhs qJol s hnt rhqortHb rh)xHhs hnti 5or CONWQUTANT'Whs qJol hhi. CONWQUTANT ifaJ aJio chrtH gl" tfat tfh qrhclqaj oBnhrj" o5 CONWQUTANT H garh" H cos qJhanch BHf anl F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl j g" tfat CONWQUTANT BHJ 5xJl cos qJ BHf aJ JaB 5xJl ihr; hYF abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt H accorYanch BHf Wctlon k23ydet seq. o5 tfh CalJornH I as H CoYhj anY g" tfat CONWQUTANT BHJ s aHtaH ixcf cos qJhanch tfoxbfoxt tfh thrs o5 tfH Contract.

exrixant to Wctlon 1y.1yg" o5 tfh Uoi AnbhJhi AYS HhtrathH CoYhd 5aHrh o5 CONWQUTANT to cos qJ BHf aJ aqJda7Jh rhqortHb rh)xHhs hnti or to H qJhs hnt JaB 5xJl ihr; hY F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hntd or tfh 5aHrh o5 anl qrhclqaj oBnhrj" o5 CONWQUTANT to cos qJ BHf anl F abh anY EarnHbi AiiHns hnt OrYhri or NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl difaJ conitHxth a Yh5axJt 7l tfh CONWQUTANT xnYhr tfH Contractd ix7pctHb tfH Contract to thrs Hathon H ixcf Yh5axJt ifaJ conthxh 5or s orh tfan nHhtl gY" Yali a5hr notHh o5 ixcf Yh5axJt to CONWQUTANT 7l tfh CLTw.

Anl ix7contract hnthrhY Hto 7l CONWQUTANTd to tfh hnt hnt aJb hY fhrhxnYhrd ifaJ HcJxYh a JHh gro; Hlon 5or Borv to 7h qhr5ors hY xnYhr tfH Contract. I aHrh o5 CONWQUTANT to o7taH cos qJhanch o5 H ix7conixJtanti ifaJ conitHxth a Yh5axJt 7l CONWQUTANT xnYhr tfH

Contractdix7pctHb tfH Contract to thrs HattHn Bfhrh ixcf Yh5axJt ifaJJ  
contHxh 5or s orh tfan nHhtl 9y” Yal i a5thr notHh o5 ixcf Yh5axJt to  
CONVQUTANT 7l tfh CLTw.

CONVQUTANT chrtHHi tfatd to tfh 7hit o5 Hh vnoBjhYbhd H H 5xJJ  
cos qJl Hb Bff tfh EarnHbi AiiHns hnt OrYhri o5 aJJ hs qJol hhidanYH  
gro; Hb tfh nas hi o5 aJJ nhB hs qJol hhi to tfh NhB , Hh PhbHtrl  
s aHtaHhY 7l tfh Es qJol s hnt Dh; hJoqs hnt Dhqarts hnt ai iht 5ortf H  
WictHn 011yg7” o5tfh CaJHornH ex7JH Contract CoYh.

### APTICUE 3y

### **LIVING WAGE ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh UHHb F abh OrYHanchdUAAC  
WictHn 1y.30 ht ih).d ai as hnYhY 5ros tH h to tH h. CONVQUTANT  
5xrtfhr abrhhi tfat H ifaJJ cos qJl Bff 5hYhraJ JaB qroicrHb rhtaJHtHn  
5or xnHn orbanHb. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or  
Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ  
gro; HhHn.

### APTICUE 31

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh Wrr; Hh Contractor F orvhr  
PhthntHn OrYHanchdUAAC WictHn 1y.36 ht ih).d ai as hnYhY 5ros tH h  
to tH h. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or Borv to 7h  
qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHdaJ gro; HhHn.

### APTICUE 32

### **ACCESS AND ACCOMMODATIONS**

CONVQUTANT rhqrhihnti anYchrtHHi tfat:

- A. CONVQUTANT ifaJJ cos qJl Bff tfh As hrHani Bff DHa7HtHh  
Actdai as hnYhYd42 Q.WC. WictHn 121y1 ht ih).dtfh Phfa7HtHn  
Act o5 1903dai as hnYhYd29 Q.WC. WictHn 0y1 ht ih).dtfh IaH  
, oxiHb ActdanYH H qJhs hntHb rhbxJatHni anYanl ix7ih) xhnt  
as hnYs hnti danYCaJHornH Vo; hrns hnt CoYh WictHn 1113kj
- G. CONVQUTANT ifaJJ not YHcrH Hhath on tfh 7aiH o5 YHla7HtH or  
on tfh 7aiH o5 a qhrion'i rhJatHnifH todor aiiocHtHn Bffda  
qhrion Bfo fai a YHla7HtH j
- C. CONVQUTANT ifaJJ gro; Hh rhaiona7Jh accos s oYatHn xqon  
rh) xhit to hnixrh h) xaJ acchii to CLTw-5xnYh qrobras idihr; Hh  
anYactH Hhij



- D. Conitrxcton BHJ 7h qhr5ors hY H accorYanch BHF tfh QnH5ors I hYhraJ AcchiiH7H7H WanYarYi gQI AWd24 C.I.P. eart 4yj anY
- E. Tfh 7xHYHbi anY 5achH7H7H xihY to qro; Hh ihr; Hhi xnYhr tfH Contract arh H cos qJHanch BHF tfh ShYhraJ anYitath itanYarYi 5or acchiiH7H7H ai iht 5ortf H tfh 2yly ADA WanYarYid CaJHornH T7H 24dCfaqthr 1ldor ofthr aqqJda7Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhritanYi tfat CITw H rhJ Hb xqon tfhih chrtH7H7Honi anYhrqrhinhntatHoni ai a conYH7H7H to 5xnYHb tfH Contract. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an YHntH7H7H qro; H7H7H.

#### APTICUE 33

#### **WAIVER**

A BaHhr o5 a Yh5axJt o5 anl qartdthrs or qro; H7H7H o5 tfH Contract ifaJJ not 7h conitrxhYai a BaHhr o5 anl ix7chhYHb Yh5axJt or ai a BaHhr o5 tfh qartdthrs or qro; H7H7H HhJ5. A qartl 'i qhr5ors anch a5thr tfh ofthr qartl 'i Yh5axJt ifaJJ not 7h conitrxhYai a BaHhr o5 tfat Yh5axJt.

#### APTICUE 34

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al notdxnJhii Hfai 5H7H7H o7taHhYtfh BrH7H7H qhrs H7H7H o5 tfh CITw:

ga” AiiH7H7H or ofthrBHh aJHnath anl o5 H7H7H rH7H7H xnYhr tfH Contractd HcJxYHb tfh rH7H7H to qal s hntj or

g7” DhJhbathdi x7contractdor ofthrBHh trani 5hr anl o5 H7H7H YxtH7H7H xnYhr tfH Contract.

#### APTICUE 3k

#### **PERMITS**

CONVQUTANT anYH7H7H YHhctorido55H7H7H dqartnhri dabhntidhs qJol hhi anY ix7conixJtanti dto tfh hnthnt aJJoBhY fhrhxnYhrdifaJJ o7taH7H7H anYs aH7H7H aJJ JHhnihid qhrs H7H7H dchrtH7H7Honi anY ofthr Yocxs hnti nhchiiarl 5or CONVQUTANT'Wqhr5ors anch fhrhxnYhr anYifaJJ qal anl 5hi rh)xHhY tfhrh5or. CONVQUTANT chrtH7H7H to H s hYH7H7H notH7H7H tfh CITw o5 anl ix7qhni Hndthrs H7H7Hnd Jaqi hid non-rhnhBaJid or rhi trH7H7Honi o5 JHhnihid qhrs H7H7H dchrtH7H7Hathi dor ofthr Yocxs hnti.

#### APTICUE 36

#### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJJqros qtJ qal Bfhn YxhaJJ as oxnti qal a7Jh 5or Ja7or anYs athrH7H7H 5xrnH7H7H tfh qhr5ors anch o5 tfH Contract io ai to qrh; hnt anl JH7H7H or ofthr cJaH7H7H xnYhr anl qro; H7H7H o5 JaB 5ros arH7H7H abahit anl CITw qroqhrtl gHcJxYHb rhqortid Yocxs hntid anY ofthr tanbH7H7H or

ItanbHJh s attr qroYxchY 7l CONWQUTANT fhrhxnYhr'd abaHti  
CONWQUTANT'WrHfti to qal s hnti fhrhxnYhrdor abaHti tfh CLTw danY  
ifaJ qal aJ as oxnti Yxh xnYhr tfh Qnhs qJol s hnt Inixranch Act BHf  
rhi qhet to ixcf Ja7or.

APTICUE 30

**BEST TERMS**

Tfroxbfoxt tfh thrs o5 tfH ContractdCONWQUTANTdifaJ o55hr CLTw  
tfh 7hit thrs id qrHhid anY YHcoxnti tfat arh o55hrhY to anl o5  
CONWQUTANT'Wexitos hri 5or iH Har booYi anYihr; Hhi qro; HhYxnYhr  
tfH Contract.

APTICUE 38

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Contractor PhiqoniH7H4l  
OrYHanchdUAAC Wictlon 1y.4y ht ih).dai as hnYhY5ros tH h to tH h.

APTICUE 39

**BREACH**

Enchqt 5or hnexia7Jh YhJal i ai YhicrHhYH Article 22dH anl qartl 5aH to  
qhr5ors dH BfoJh or H qartdanl qros Hhdco; hnantdor abrhhs hnt iht 5ortf  
fhrhhdor ifoxJY anl rhqrhihntatlon s aYh 7l H 7h xntxhd anl abbrH; hY  
qartl s al a; aH HhJ5 o5 aJ rHfti anY rhs hYHidat JaB or h)xH dH tfh  
coxrti o5JaB. WYrHfti anYrhs hYHh arh cxs xJatHh o5tfoih qro; HhY5or  
fhrhH hneht tfat H no h; hnt ifaJ anl qartl rhco; hr s orh tfan onchdi x55hr  
a qhnaJl or 5or5Hxrhdor 7h xnpitJl cos qhniathY.

APTICUE 4y

**SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Wa; hrl DHcJoixrh OrYHanchd  
UAAC Wictlon 1y.4l ht ih).d ai as hnYhY 5ros tH h to tH h. Anl  
ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY  
xnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; Hlon.

APTICUE 41

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN  
CITY ELECTIONS**

QnJhi i otfhrBHh hnh s qtdHtfH Contract Hl ; aJxhYat \$1yydy y or s orh anY  
rh)xHhi aqgro; aJ 7l an hJhethY CLTw o55hd CONWQUTANTd  
CONWQUTANT'W qrhHdaJid anY CONWQUTANT'W W7conixJtanti  
hmqhethYto rhchHh at Jhait \$1yydy y 5or qhr5ors anch xnYhr tfh Contractd  
anYtfh qrhHdaJi o5tfoih W7conixJtanti gfh (PhitrHthYehrioni "" ifaJ  
cos qJl BHf Cfarthr Wictlon 40yg"gl2" anY UAMC Wictlon 49.0.3k.  
IaHxrh to cos qJl hntHhi CLTw to thrs Hhath tfH Contract anYto qxri xh aJ  
a; aH7Jh JhbaJ rhs hYHh. Cfarthr Wictlon 40yg"gl2" anY UAMC Wictlon  
49.0.3k JH H tfh a7H4l o5 tfh PhitrHthY ehrioni to s avh cas qaHn

contrHxtlōni to anYhnbabh H 5xnYrahHb 5or chrtaH hJhethYCLTw o55HhJi or canYFathi 5or hJhethYCLTw o55Hh 5or tBhJ; h s ontfi a5hr tfH Contract H iHnhY. AYYHhōnaJl d a CONVQUTANT ix7phct to Cfarthr Wictlōn 40ygc”gl2” H rh)xHhY to cos qJl Bff YHcJoiXrh rh)xHhs hnti 7l ix7s Hh b a cos qJhthY anY iHnhY EtfH Cos s Hlōn Iors kk anY to as hnY tfh H5ors atlōn H tfat 5ors ai iqhcHhY 7l JaB. Anl CONVQUTANT ix7phct to Cfarthr Wictlōn 40ygc”gl2” ifaJl HcJxYh tfh 5oJJoBh b notHh H anl contract Bff anl W7coniXJtant hnqJhethYto rhchHh at Jhait \$1yydyyy 5or qhr5ors anch xnYhr tfH Contract:

(NotHh PhbarYHb PhitrHtōni on Cas qalōn ContrHxtlōni anY IxnYrahHb H CHl EJhctōni  
 vox arh a ix7conixJtant on CHl o5 Uoi AnbhJhi Contract #\_\_\_\_\_. exrixant to tfh CHl o5Uoi AnbhJhi Cfarthr Wictlōn 40ygc”gl2” anY rhJathY orYHanchidl ox anY loxr qrhclHqJi arh grofHhthY 5ros s avHb cas qalōn contrHxtlōni to anY 5xnYrahHb 5or chrtaH hJhethY CHl o5 Uoi AnbhJhi g CLTw“” o55HhJi anY canYFathi 5or hJhethY CLTw o55Hh 5or tBhJ; h s ontfi a5hr tfh CLTw contract H iHnhY. vox arh rh)xHhY to gro; Fh tfh nas hi anY contact H5ors atlōn o5 loxr qrhclHqJi to tfh CONVQUTANT anYto as hnYtfat H5ors atlōn Bff H thn 7xiHhii Yal i H H cfanbhi YxrHb tfh tBhJ; h s ontf tH h qhrHōY. I aHxrh to cos qJl s al rhixJt H thrs Hattōn o5tfH Contract anYanl ofhr a; aH7Jh JhbaJ rhs hYHh. In5ors atlōn a7oxt tfh rhitrHtōni s al 7h 5oxnYonJHh at htfH JactHl orb or 7l caJHb tfh Uoi AnbhJhi CHl EtfH Cos s Hlōn at g213”908-196y.“

#### APTICUE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh I Ht Wxrch , Hh b OrYHanchd UAAC Wictlōn 1y.44 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an FhntHdJ gro; Hlōn.

#### APTICUE 43

#### **IRAN CONTRACTING ACT**

In accorYanch Bff CalJornH ex7JH Contract CoYh Wictlōni 22yy-22y8d aJl 7HYhri ix7s Hh b qroqoiaJi 5ordhnthrHb Htod or rhnhBh b contracti Bff tfh CHl o5Uoi AnbhJhi 5or booYi anYihr; Hh hi tH athYat \$1dydydy or s orh arh rh)xHhY to cos qJhthdiHondanY ix7s H tfh (Iran ContractHb Act o52y1y Cos qJhanch A55Ya; H’.

#### APTICUE 44

#### **SUSPENSION**

At CLTw’WioJh YHcrhtHondCLTw s al ixiqhnYanl or aJl ihr; Hh gro; FhY xnYhr tfH Contract 7l gro; Fh b CONVQUTANT Bff BrHhthn notHh o5 ixiqhni Hōn. Qqon rhchHt o5tfh notHh o5ixiqhni HōnCONVQUTANT ifaJl H s hYHthJl chaih tfh ihr; Hh ixiqhnYhYanY ifaJl not HcXr anl aYYHhōnaJ



o7JHbatHnidcoiti or hmqhnihi to CLTw xntH CLTw bHhi BrHhn notHh to rhcos s hneh tfh i hr; Hhi.

#### APTICUE 4k

#### **DATA PROTECTION**

- A. CONVQUTANT ifaJJ grothctd xiHhb tfh s oit ihcxrh s hani anY thecfnoJobl tfat Hl cos s hrcHJJl a; aHa7JhdCLTw-qro; FhY Yata or conixs hr-qro; FhY Yata ac)xHhY Hl tfh coxrih anY icoqh o5 tfHl ContractdHicJxYHb 7xt not JHl HhY to exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yata d goJHctHhJl d tfh (CHl Data“”. CONVQUTANT ifaJJ notHl CLTw Hl BrHhb ai ioon ai rhaiona7Jl ShaiHJhd anY Hl anl h; hnt BHHf Hl tBhntl-5oxr foxrid o5 CONVQUTANT’W YHco; hrl or rhaiona7Jl 7hJH5 o5 anl xnaxtforHhY acchii o5 CHl Data ga (Data Grhacf“”d or o5 anl HicFhnt a55hctHhb dor qothntHJJl a55hctHhb CHl Data rhJathY to cl 7hr ihcxrHl ga (WhcxrHl IncFhnt“”dHicJxYHb d7xt not JHl HhY todYhnHJl o5 i hr; Hh attacvdanY iliths oxtabhdHita7HhHl or YhbraYatHn Yxh to cos qxthr s aJBarh or ; Hxi. CONVQUTANT ifaJJ 7hbHl rhs hYatHn Hl s hYHthJl. CONVQUTANT ifaJJ qro; Fh YaHl xqYathi dor s orh Sh) xhntJl Hrh)xHhY7l CLTwdrhbarYHb 5HhYHbi anYactHni qhr5ors hY7l CONVQUTANT xntHl tfh Data Grhacf or WhcxrHl IncFhnt fai 7hhn h55hctHhJl rhioJ; hY to CLTw’W iathH5actHn. CONVQUTANT ifaJJ conYxct an Hl; hitHbatHn o5 tfh Data Grhacf or WhcxrHl IncFhnt anY ifaJJ ifarh tfh rhqort o5 tfh Hl; hitHbatHn BHHf CLTw. At CLTw’WioJh YHcrhtHndCLTw anY Hl axtforHhY abhnti ifaJJ fa; h tfh rHft to JhaY or qartHdHath Hl tfh Hl; hitHbatHn. CONVQUTANT ifaJJ cooqhrath 5xJJl BHHf CLTw dHl abhnti anY JaB hn5orchs hnt.
- G. I5 CLTw Hl ix7phct to JH7HhHl 5or anl Data Grhacf or WhcxrHl IncFhntd tfhn CONVQUTANT ifaJJ 5xJJl HhYhs nHl anY foJY fars Jhii CLTw anY Yh5hYabaHnt anl rhixJHhb actHni.

#### APTICUE 46

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONVQUTANT ifaJJ cos qJl BHHf tfh CHl Contractorl’ Qih o5 CrHl HhAJ , Hltorl 5or ConiFhration o5 Es qJol s hnt AqqJHactHni OrYHanchdUAAC WhctHn ly.48 ht ih).d ai as hnYhY 5ros tHl h to tHl h. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HicJxYh an FhntHhAJ qro; HhHn.

#### APTICUE 40

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBHHf i tanYHb anl ot fhr qro; HhHn o5 tfHl ContractdHicJxYHb anl hnf HhHl

or attacfs hnti HicorqorathYtfhrhHdanYH orYhr 5or CLTw to cos qJl BHF H bo; hrnHb JhbaJ rh)xHhs hntidCLTw ifaJ fa; h no o7JHbatlon to s avh anl qal s hnti to CONWQUTANT xnJhi CLTw ifaJ fa; h 5Ht s aYh an aqgroqrHtlon o5 5xnYi h) xaj to or H hnechi o5 H o7JHbatlon to s avh anl qal s hnti ai qro; HhY H tfH Contract. CONWQUTANT abrhhi tfat anl i hr; Hhi qro; HhY7l CONWQUTANTdqxrcfaihi s aYh 7l CONWQUTANT or hmqhnihi HcxrrhY7l CONWQUTANT H hnechi o5 tfh aqgroqrHtlongi” ifaJ 7h 5rhh anYBHf oxt cf arbh to CLTw anYCLTw ifaJ fa; h no o7JHbatlon to qal 5or tfh i hr; Hhidqxrcfaihi or hmqhnihi. CONWQUTANT ifaJ fa; h no o7JHbatlon to qro; Hh anl i hr; Hhidqro; Hh anl h) xHqs hnt or Hcxr anl hmqhnihi H hnechi o5 tfh aqgroqrHthYas oxntgi” xntH CLTw aqgroqrHthi aYHttonaJ 5xnYi 5or tfH Contract.

#### APTICUE 48

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

CONWQUTANT ifaJ cos qJl BHF aJ HhntHl tfh5 JaBi HicJxYHb BHF oxt JH HttondJaBi rhJathY to: gl” qal s hnt Yh; Hhi j g2” crhYH anY Yh7H carY 5raxYj anY g3” tfh I aH anY Accxrath CrhYH Traniactloni Act g(I ACTA“d HicJxYHb H rh)xHhs hnt rhJathb to tfh conthnt o5 traniactlon rhchHti qro; HhY to Cxitos hri. CONWQUTANT aJio ifaJ cos qJl BHF aJ rh)xHhs hnti rhJathY to s aHtaHb cos qJlanch BHF eals hnt CarY InYxitrI Data WicxrHl WanYarYi g(eCLDWW”. DxrHb tfh qhr5ors anch o5 anl i hr; Hh to HitaJd grobras or xqYath qal s hnt Yh; Hhi h) xHqhY to conYxct crhYH or Yh7H carY traniactlonid HicJxYHb eCLDWWi hr; Hhid CONWQUTANT ifaJ ; hrH qroqhr trxncaction o5 rhchHti H cos qJlanch BHF I ACTA.

#### APTICUE 49

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJHornH ex7JH Phioxrchi CoYh Wctlon k164 qrofH H a qx7JH abhncI 5ros fHb a qhrion 5or hs qJol s hnt or ai a ; oJxnthhr to qhr5ors i hr; Hhi at anl qarvdqJal broxnYdor cos s xnHl chnthr xi hY5or rherhattonaJqxrqoihi H a qoiHlon tfat fai ixqhr; Horl or YHchJHarl axtforHl o; hr anl s Hord Htfh qhri on fai 7hhn con; HthYo5chrtah crH hi ai rh5hrnchYH tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh Wctlon k164ga”g2”.

I5 aqJHda7Jhd CONWQUTANT ifaJ cos qJl BHF CaJHornH ex7JH Phioxrchi CoYh Wctlon k164danY ifaJ aYHttonaJl aYfhrh to aJ rxJhi anY rhbxJatloni tfat fa; h 7hhn aYoqthY or tfat s al 7h aYoqthY 7l CLTw. CONWQUTANT H rh)xHhY to fa; h aJ hs qJol hhiid ; oJxnthhri anY W7conixJtanti gHicJxYHb aJ hs qJol hhi anY ; oJxnthhri o5 anl W7conixJtant” o5 CONWQUTANT BorvHb on qrhs Hhi to qaii a 5HbhrqrHt anY 7acvbroxnY cfhev tfroxbf tfh CaJHornH Dhqarts hnt o5

uxit~~th~~ at CONWQUTANT'WioJh hmqhnihd~~th~~Y~~th~~at~~th~~b tfat ixcf ~~th~~Y~~th~~H~~th~~xaJi fa; h nh; hr 7hhn con; ~~th~~thYo5chrta~~th~~ cr~~th~~ hi ai rh~~th~~rhnc~~th~~Y~~th~~tfhehnaJCoYh anYart~~th~~dxJathY~~th~~ CaJ~~th~~horn~~th~~ ex7J~~th~~Phioxrchi CoYh Wict~~th~~on kl64ga''g''d~~th~~tfh ~~th~~Y~~th~~H~~th~~xaJ B~~th~~U fa; h ixqhr; ~~th~~lorl or Y~~th~~cl~~th~~q~~th~~Marl axtfor~~th~~ll o; hr anl s ~~th~~lor.

APTICUE ky

**POSSESSORY INTERESTS TAX**

P~~th~~fti branthY to CONWQUTANT 7l CITw s al crhath a qoi~~th~~hiiorl ~~th~~thrh~~th~~it. CONWQUTANT abr~~th~~hi tfat anl qoi~~th~~hiiorl ~~th~~thrh~~th~~it crhathYs al 7h ix7p~~th~~ct to CaJ~~th~~horn~~th~~ Ph; hnxh anYTanat~~th~~on CoYh Wict~~th~~on ly0.6 anYa qroqhr~~th~~l tam s al 7h Jh; ~~th~~Y on tfat qoi~~th~~hiiorl ~~th~~thrh~~th~~it. l5 aqqJ~~th~~a7J~~th~~d CONWQUTANT ifaJ~~th~~qal tfh qroqhr~~th~~l tam CONWQUTANT acvnoB.JhYbhi tfat tfh not~~th~~th rh)x~~th~~thY xnYhr CaJ~~th~~horn~~th~~ Ph; hnxh anY Tanat~~th~~on CoYh Wict~~th~~on ly0.6 fai 7hhn qro; ~~th~~YhY.

APTICUE k1

**CONFIDENTIALITY**

AJ~~th~~Yocxs hntid~~th~~h~~th~~sors at~~th~~on anYs athr~~th~~h~~th~~Ji qro; ~~th~~YhYto CONWQUTANT 7l CITw or Yh; hJoqhY 7l CONWQUTANT qxr~~th~~ixant to tf~~th~~ Contract goJ~~th~~hct~~th~~J~~th~~hJl (Con~~th~~S~~th~~Y~~th~~hnt~~th~~h~~th~~J In~~th~~sors at~~th~~on""arh con~~th~~S~~th~~Y~~th~~hnt~~th~~h~~th~~J. CONWQUTANT ifaJ~~th~~ not qro; ~~th~~Yh or Y~~th~~cl~~th~~Joi h anl Con~~th~~S~~th~~Y~~th~~hnt~~th~~h~~th~~J In~~th~~sors at~~th~~on or tfh~~th~~ cont~~th~~hnti or anl ~~th~~h~~th~~sors at~~th~~on tfhr~~th~~h~~th~~id h~~th~~ff hr oraJ~~th~~l or ~~th~~h Br~~th~~th~~th~~bd to anl qhrion or hnt~~th~~ll dhnc~~th~~hqt ai axtfor~~th~~h~~th~~Y7l CITw or ai rh)x~~th~~thY7l JaB. CONWQUTANT ifaJ~~th~~ ~~th~~s hY~~th~~h~~th~~Jl not~~th~~h CITw o5 anl at~~th~~hs qt 7l a tf~~th~~hY qart~~th~~l to o7ta~~th~~h acchii to anl Con~~th~~S~~th~~Y~~th~~hnt~~th~~h~~th~~J In~~th~~sors at~~th~~on. Tf~~th~~h qro; ~~th~~llon B~~th~~U ixr; ~~th~~h hmq~~th~~h~~th~~at~~th~~on or thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~h Contract.

APTICUE k2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJ~~th~~hi ot~~th~~hrB~~th~~h~~th~~ h~~th~~h~~th~~s qt ~~th~~h accorYanch B~~th~~h~~th~~ tfh qro; ~~th~~lloni o5 tf~~th~~h OrY~~th~~hanchd tf~~th~~h Contract ~~th~~h ix7p~~th~~ct to tfh D~~th~~hclJoixrh o5 GorYhr F aJ~~th~~ Contract~~th~~h~~th~~ OrY~~th~~hanchdWict~~th~~on ly.ky o5 tfh Uoi AnbhJ~~th~~hi AYs ~~th~~h~~th~~tr~~th~~at~~th~~J~~th~~h CoYhdai s al 7h as hnYhY5ros t~~th~~h h to t~~th~~h h. CONWQUTANT chr~~th~~t~~th~~h~~th~~tfat ~~th~~h fai cos qJ~~th~~hYB~~th~~h~~th~~ tfh aqqJ~~th~~a7J~~th~~d qro; ~~th~~lloni o5tf~~th~~h OrY~~th~~hanch. I a~~th~~h~~th~~rh to 5xJ~~th~~l anYaccx~~th~~rathJ~~th~~ cos qJ~~th~~h~~th~~tfh a55~~th~~Y~~th~~a; ~~th~~h s al rhixJ~~th~~ ~~th~~h thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~h Contract.

APTICUE k3

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Es qJol hhi o5 ConixJ~~th~~tant anYor qhrioni Borv~~th~~h~~th~~ on ~~th~~h 7hfaj5d~~th~~h~~th~~cJxY~~th~~h~~th~~bd 7xt not J~~th~~h ~~th~~hY todix7conixJ~~th~~tanti goJ~~th~~hct~~th~~J~~th~~hJl d(Contractor ehri~~th~~onnh~~th~~J""d Bf~~th~~h~~th~~ qhr5ors ~~th~~h~~th~~ i hr; ~~th~~h~~th~~ xnYhr tf~~th~~h Contract anYqr~~th~~lor to ~~th~~h~~th~~tract~~th~~h~~th~~ ~~th~~h qhrion B~~th~~h~~th~~ C~~th~~h~~th~~ hs qJol hhid contractorid; oJxn~~th~~th~~th~~rid or s hs 7hri o5tf~~th~~h



qx7JH goJhctHhJ d(In-ehri on Wr; Ichi ""s xit 7h 5xJL ; accHathYabaHt  
tfh no; hJ corona; Hxi 2y19 g COS ID-19"" (I xJL ; accHathY" s hani tfat  
14 or s orh Yal i fa; h qaiihYiHch Contractor ehri onnhJ fa; h rhchHhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 ; accHh i hrHh gMoYhrna or e5hr-  
GHNTchf" or a iHbJh Yoih o5 a onh-Yoih COS ID-19 ; accHh guofnion &  
uofnion/uaniihn" anY aJ 7ooithr Yoih rhcos s hnYhY 7l tfh Chnthri 5or  
DHhaih ControJanYerh; hntHn. erlor to aiiHnHb Contractor ehri onnhJ to  
qhr5ors In-ehri on Wr; Ichi d ConixJtant ifaJ o7taH qroo5 tfat ixcf  
Contractor ehri onnhJ fa; h 7hhn 5xJL ; accHathY. ConixJtant ifaJ rhtaH  
ixcf qroo5 5or tfh Yocxs hnt rthntHn qhr5Y iht 5ortf H tfH Contract.  
ConixJtant ifaJ brant s hYdaJ or rhJHbHxi hnhs qtHni g(Enhs qtHni "" to  
Contractor ehri onnhJ ai rh)xHhY 7l JaB. I5 ConixJtant BHfhi to aiiHn  
Contractor ehri onnhJ BHf Enhs qtHni to qhr5ors In-ehri on Wr; Ichi d  
ConixJtant ifaJ rh)xHh ixcf Contractor ehri onnhJ to xnYhrbo BhhvJL  
COS ID-19 thitHbdBHf tfh 5xJL coit o5 thitHb to 7h 7ornh 7l ConixJtant.  
I5 Contractor ehri onnhJ thit qoiHhHdtfhl ifaJ not 7h aiiHnhYto qhr5ors  
In-ehri on Wr; Ichi ordto tfh hntHnt tfhl fa; h aJrhaYl 7hhn qhr5ors Hb In-  
ehri on Wr; Ichi difaJ 7h H s hYathJL rhs o; hY 5ros tfoih aiiHns hnti.  
I xrtfhrs orhd ConixJtant ifaJ H s hYathJL notH CHL H Contractor  
ehri onnhJ qhr5ors Hb In-ehri on Wr; Ichi gl" fa; h thithY qoiHhH 5or or  
fa; h 7hhn YHbnoihYBHf COS ID-19dg2" fa; h 7hhn H5ors hY7l a s hYdaJ  
qro5hi iHnaJ tfat tfhl arh JHhJL to fa; h COS ID-19dor g3"s hht tfh crHhrH  
5or HoJatHn xnYhr aqqJda7Jh bo; hrns hnt orYhri.

EXCEeT AWEXePEWUw MODII IED fhrhHdtfH Contract hnhcxthYon \_\_\_\_\_  
rhs aHh xncfanbhY.

IN F ITNEWWF , EPEOI dtfH qartHh fhrhto fa; h hnhcxthYtfH As hnYs hnt No. \_\_\_\_\_ on tfh  
Yal anYl har BrHh 7hJoB.

**ARCADIS**

**By: Harmik Aghanian, P.E.**

**Title: Associate Vice President**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

, OUCOTT, CH

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEUN. I EQEP dC Attornhl

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C- 129644

for the

REQUIREMENTS FOR THE CONSTRUCTION AND ENVIRONMENTAL  
IMPACT STATEMENT

Project

City of Vancouver

and

APQ



AMENDMENT NO. 1 TO CONTRACT NO. C- 129644dI OP ePE-RQAUII IED ON-CAUU  
F AWTEF ATEP AND ENS IPONMENTAU ENVINEEP INV WEPS ICEWGETF EEN T, E  
CLTw OI UOWANVEUEWAND APQe.

TfH As hnYs hnt s oY~~5~~Hi tfh Contract hnhcxthYon uxJl 12d2y10d7htBhnn tfh CHl o5  
Uoi AnbhJhi gfhrrh~~5~~hr rh~~5~~rrhYto ai ( CLTw""anYAPQe gfhrrh~~5~~hr rh~~5~~rrhYto ai  
(CONWQUTANT"".

F ITNEWWET,

F , EPEAW~~CLTw~~ HixhYa Ph) xhit 5or RxaJ~~5~~atloni gPI R”on Wqths 7hr 29d2y16 5or  
qrophct s anabhs hntd qJann~~5~~bd Yhi~~5~~nn anY conitrxct~~5~~on s anabhs hnt 5or BaithBathr anY  
itors Bathr rhJathY qrophcti anY CONWQUTANT ix7s HthY a itaths hnt o5 )xaJ~~5~~atloni, H  
rhiqoni hj anY

F , EPEAW~~CONWQUTANT~~ Yhs onitrathY) xaJ~~5~~atloni to qhr5ors iaY i hr; Hhi anY  
Bai ihJhethY7l CLTw ita557aihYon tfh h; aJxatlon cr~~5~~hr~~5~~ht 5ortf H tfh PI Rj anY

F , EPEAW~~on uxJl 12d2y10d~~Contract No. C- 129644 Bai aBarYhYto CONWQUTANTd  
tfh thrs i o5Bf~~5~~ B~~5~~H hmq~~5~~h on uxJl 11d2y22j anY

F , EPEAW~~tfh CONWQUTANT~~ H cxrrhntJl qro; H~~5~~hb on-caJl BaithBathr anY  
hn; Hons hntaJ hnb~~5~~hr~~5~~hb i hr; Hhi 5or tfh ; ar~~5~~xi Dhqarts hnt o5ex7J~~5~~F orvi qrophcti anYfai  
tfh caqac~~5~~ anYhmq~~5~~hr~~5~~hchYqhrionnhJ to qro; H~~5~~h tfh rh) x~~5~~hY i hr; Hhi j anY

F , EPEAW~~tfh CLTw anYCONWQUTANT~~ fa; h abrrhYto hnthnYtfh thrs o5tfh Contract  
7l k aY~~5~~naJl hari tfroxbf uxJl 11d2y20j anY

F , EPEAW~~tfh CLTw’W~~Dhqarts hnt o5ex7J~~5~~F orvidGxrhax o5Enb~~5~~hr~~5~~hb gfhrrh~~5~~hr  
rh~~5~~rrhY to ai (GQPEAQ“”d H tfh erobras Manabhr anY o; hrihhi tfh CONWQUTANT’W  
qhr5ors anch o5tfH Contractj anY

NOF dT, EPEI OPEd H conih~~5~~hrath~~5~~on o5 tfh 5orhbo~~5~~hb anY o5 tfh 7hnh~~5~~ Bf~~5~~ B~~5~~H  
accrxh to tfh qart~~5~~ fhrhto H carrl H~~5~~b oxt tfh conY~~5~~atloni o5tfH As hnYs hnt No. 1dContract No.  
C- 129644 H fhrh7l as hnYhYai 5oJJoBi:

## APTICUE 1

## DEFINITIONS

No Cf anbh

## APTICUE 2

## PROJECT DESCRIPTION

Art~~5~~Jh 2 H fhrh7l as hnYhYH H hnt~~5~~htl to rhaYai 5oJJoBi:

On chrta~~5~~ ex7J~~5~~F orvi qrophcti dtfh Gxrhax o5Enb~~5~~hr~~5~~hb qJani to xt~~5~~H  
conixJtanti to qro; H~~5~~ qrobras s anabhs hntd qrophct s anabhs hntd

qJannHbd YhiHn anY conitrxtion s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti dios htH hi on an hs hrhbncl 7aiHdYxrHb tfh coxrih o5a thn-l har qhrHbY. Tfh h i hr; Hhi s al HcJxYhd7xt arh not JH HhY to tfh o; hraJJ qJannHbdYhiHn anYconitrxtion s anabhs hnt o5BaithBathr anYitors Bathr rhJathY qrophcti ixcf ai con; hl anch iliths ida7aths hnt 5acHdHid qxs qHb qJantid trhats hnt 5acHdHid oYor controJd rhcl cJhYrhclJaH hY Bathr qrophcti anYotfhr BaithBathr anYitors Bathr 5acHdHid oBnhYor qJannHY7l tfh CLTw.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 H fhrh7l as hnYhYto aYYWiction 3.3 to rhaYai 5oJJoBi:

##### **3.3 Phthntion o5PhcorYidAxYH anYPHQorti**

CONTRACTOR ifaJJ s aHtaH aJJ rhcorYidHcJxYHb rhcorYi o5 5hancHJ traniactiHni dqrhtaHb to tfh qhr5ors anch o5tfH ContractdH tfH orHbHaj 5ors or ai otfhrBHh aqgro; hY7l CLTw. Tfh h rhcorYi ifaJJ 7hrhtaHhY5or a qhrHbY o5no Jhi i tfan tfrhh l hari 5ros tfh Jathr o5tfh 5oJJoBHb: gl” 5haJ qal s hnt s aYh 7l CLTw d g” tfh hmqHation o5 tfH Contract or g” thrs Hation o5tfH Contract. Tfh rhcorYi BH 7h ix7pct to hnas Hation anY axYH 7l axtf orHhYCLTw qhri onnhJ or CLTw’Wrhqrhi hntatHhi at anl tH h. CONTRACTOR ifaJJ qro; Hh anl rhqorti rh) xhithY 7l CLTw rhbarYHb qhr5ors anch o5 tfH Contract. Anl ix7contract hnthrhY Hto 7l CONTRACTOR 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHaj qro; Hh.

In JHx o5rhtaHb tfh rhcorYi 5or tfh thrs ai qrhi crHhYH tfH qro; Hhond CONTRACTOR s al dxqon CLTw’WBrHh hn aqgro; aJdx7s H tfh rh) xhithY H5ors ation to CLTw H an hJctronH 5ors atdh.b. QWG 5laif YrHhdat tfh hmqHation or thrs Hation o5tfH Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 H fhrh7l as hnYhYH H 5Ht qarabraqf to rhaYai 5oJJoBi:

CLTw YhiHnathi Etfan G. F onb ai H ENVINEEPd rhqrhi hntHb tfh CLTw H aJJ s atthri BHfH tfh icoqh o5 tfH Contract rhJatHb to tfh conYxct anYaqqro; aJo5tfh Borv to 7h qhr5ors hY. F fhnH; hr tfh thrs "aqgro; aJo5CLTw" "conixJt BHf CLTw" "con5hr BHf CLTw" or iH Har thrs i arh xihYdtfhl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al YhiHnath an ai iHtant to act H fH ithaY.

## ARTICLE 11

### **TERM OF CONTRACT**

Article 11 shall be subject to the following:

On the date of the signing of the Contract, the Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

The Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

g) The Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

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## ARTICLE 12

### **SUBCONSULTANT APPROVAL**

No

## ARTICLE 13

### **COMPENSATION, INVOICING AND PAYMENT**

No

## ARTICLE 14

### **SUCCESSORS AND ASSIGNS**

Article 14 shall be subject to the following:

All of the terms of the Contract shall be subject to the following:

## ARTICLE 15

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**



Art. 9 of the 1997 Law on the Right of Access to Information states that the right of access to information is a fundamental right of the citizen, and that the state is obliged to provide the citizen with the information requested, unless the information is exempted from disclosure. The law also states that the state is obliged to provide the citizen with the information requested, unless the information is exempted from disclosure.

AJJ notdhi ifaJJ 7h s aYh H BrHb anYs al 7h bHhn 7l qhrionaJ YhJHrl or 7l s aH Wxf notdhi ihnt 7l s aHifoxJY7h rhbHthrhY or chrtSHY anYihnt to tfh YhiHbnathY contact qhrion 5or hacf qartl anY aYYrhiihYai 5oJJoBi:

To tfh CLT<sub>w</sub>:

Contact e hri on:

A YYrhi i :

Et f an G. F on b d D H, H on En b H h r

Gxrhax o5 EnbHhhrHhb

En; Hons hntaJ EnbHhhrHb DH; Hlon

12yyy S HIta DhJ Mar

erhbhri on GJYb.dWkHh 2yy

eJal a DhJ P hl dCA 9y293

To CONWUTANT:

Contact e hri on:

A YYrhi i :

Tonl KH71 de .E.derHcHqJ/

In5rai trxctxrh e arctHh Uha Yhr

12000 F uh55hri on GJ; Y' 2yy

Uoi AnbhJhi dCA 9yy66

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

IntntHnaJl Jh5t 7Janv

## APTLCUE 11

## ORDER OF PRECEDENCE

IntntHnaJl Jh5t 7Janv

Tf h Contract H f hrh7l as hnYhYto HcJxYh tf h 5oJJoBhb ArticleJhi:

## APTLCUE 12

## SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

AJJ tHhidi x7tHhidi or fhaYHbi H tfH Contract fa; h 7hhn  
HihrthY 5or con; hnHhch anYifaJJ not 7h Yhhs hY to a55het tfh s hanHb or  
conitrxctHn o5anl o5tfh thrs i or qro; HhHni fhrho5. Tfh Janbxabh o5tfH  
Contract ifaJJ 7h conitrxhYaccorYHb to Hh 5aHs hanHb anYnot itrHtJl 5or  
or abaHhit tfh CLTw or CONWQUTANT. Tfh BorY (CONWQUTANT“  
fhrhH tfH Contract HhJxYhi tfh qartl or qartHh YHntH5HYH tfh Contract.  
Tfh iHhbxJar ifaJJ HhJxYh tfh qJxraJl H5 tfhrh Hl s orh t5an onh  
CONWQUTANT fhrhHhdxnJhi i hmgriiJl itathYotfhrBHhdtfhhH o7JHbatHni

anY Jh7Hhhi fhrhxnYhr ifaJJ 7h pht anYih; hraJ. Qih o5 tfh Shs Hhhd s aixJHhdor nhxthr bhnYhri ifaJJ 7h Yhs hY to HcJxYh tfh bhnYhri not xihY.

Tfh nxs 7hr o5 orHhhaJ thnti o5 tfH Contract ifaJJ 7h h) xaj to tfh nxs 7hr o5 tfh qartHh fhrhtodoh thnt 7hHb rhtaHhY 7l hacf qartl. At tfh CITw'W oqthondoh or s orh aYYHhonaJ orHhhaJ thnti o5 tfH Contract s al aJio 7h rhtaHhY 7l tfh CITw.

### APTICUE 13

### **KEY CONSULTANT PERSONNEL**

13.1 QnJhii otfhrBHh qro; HhY or aqqro; hY 7l tfh CITwd CONVQUTANT ifaJJ xih Hh oBn hs qJol hhi to qhrSors tfhihr; Hhhi YhicerHhY Hh tfH Contract. Tfh CITw ifaJJ fa; h tfh rHft to rh; HhB anY aqqro; h anl qhrionnhJ Bfo arh aiiHhnhY to Borv xnYhr tfH Contract. CONVQUTANT abrhhi to rhs o; h qhrionnhJ Sors qhrSors HhB Borv xnYhr tfH Contract Hh rh) xhithY to Yo io 7l tfh CITw.

13.2 CONVQUTANT BHJ YhiHhath vhl conixJtant qhrionnhJ to Hh qJhs hnt tfh Borv on a tai v 7l tai v 7ai Hh. AJJ thefnHhJ i qhcHhJ Hhiti aiiHhnhY to hacf tai v xnYhr tfH contract ifaJJ 7h ix7pht to tfh ENVINEEP'Waqgro; aJ.

13.3 CONVQUTANT abrhhi tfat qhrionnhJ aiiHhnhY to tfhih qoiHhoni at tfh cos s hncs hnt o5 ihr; Hhhi xnYhr tfH Contract ifaJJ ihr; h Hh tfhih qoiHhoni ai Jonb ai rh) xHhY 7l tfh CITwd anY CONVQUTANT ifaJJ not cfanbh qhrionnhJ aiiHhnhY to tfhih qoiHhoni BHf oxt tfh conihnt anY aqqro; aJ o5 tfh ENVINEEPd qro; HhYixcf conihnt ifaJJ not 7h xnrhaiona7Jl BHf fhJY.

### APTICUE 14

### **TERMINATION**

A. Thrs Hhaton 5or Con; hnHhch

CITw s al thrs Hhath tfH Contract 5or CITw'Wcon; hnHhch at anl tHh 7l qro; HhB CONVQUTANT tfHtl Yal i BrHhthn notHh. Qqon rhchHt o5 tfh notHh o5 thrs Hhatond CONVQUTANT ifaJJ Hh s hYHhJl tavh actHh on not to Hhcxr anl aYYHhonaJ o7JHhatonid coiti or hnqhnihid hncqht ai s al 7h nhchiarl to thrs Hhath Hh actHhHhhi. CITw ifaJJ qal CONVQUTANT Hh rhaiona7Jh anY aJJoBa7Jh coiti tfroxbf tfh h55hctHh Yath o5 thrs Hhaton anYtfoih rhaiona7Jh anY nhchiarl coiti HhcxrrhY 7l CONVQUTANT to h55hct tfh thrs Hhaton. Tfhrrha5thrd CONVQUTANT ifaJJ fa; h no 5xrtfhr cJaHh i abaHhit CITw xnYhr tfH Contract. AJJ 5HhfhY anY xn5HhfhY Yocxs hnti anYs athrHhJi qrocxrhY 5or or qroYxchY xnYhr

tfH Contractd McJxYmb aJ HthJhetxaj qroqhrtl rHfti CLTw H hntHhY tod ifaJ 7hcos h CLTw qroqhrtl xqon tfh Yath o5 tfh thrs Hathon. CONWQUTANT abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or CLTw to qhr5ctd s hs orHJhd or rheorY CLTw'W oBnhri fH o5rHfti qro; HhYfhrhH.

G. Thrs Hathon 5or Grhacf o5Contract

1. Enchqt ai qro; HhYH ArtHJh 22dH CONWQUTANT 5aH to qhr5ors anl o5tfh qro; Hhni o5tfH Contract or io 5aH to s avh qrobrhi i ai to hnYanbhr tH hJ qhr5ors anch o5 tfH ContractdCLTw s al bHh CONWQUTANT BrHhn notHh o5 tfh Yh5axJt. CLTw'WYh5axJt notHh BHJ HhYdath Bfhtfhr tfh Yh5axJt s al 7h cxrhYanYtfh tH h qhrHto cxrh tfh Yh5axJt to tfh ioJh iatH5actHn o5 CLTw. AYYHonaJl d CLTw'W Yh5axJt notHh s al o55hr CONWQUTANT an oqportxnH to qro; Hh CLTw BHf a qJan to cxrh tfh Yh5axJtdBfHf ifaJ 7h ix7s HhYto CLTw BHf H tfh tH h qhrHYaJJoBhY7l CLTw. At CLTw'WioJh YHcrhtHnd CLTw s al acchqt or rhphct CONWQUTANT'WqJan. L5tfh Yh5axJt cannot 7h cxrhYor H CONWQUTANT 5aH to cxrh BHf H tfh qhrHYaJJoBhY7l CLTwd tfhn CLTw s al thrs Hath tfH Contract Yxh to CONWQUTANT'Wrhacf o5tfH Contract.
2. L5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANT'W 5aHrh to s aHtaH tfh Hixranch rh)xHhY xnYhr tfH Contractd CONWQUTANT ifaJ H s hYHthJl: gl"ixiqhnY qhr5ors anch o5 anl ihr; Hhni xnYhr tfH Contract 5or BfHf Hixranch Bai rh)xHhY anY g2" notHh H hs qJol hhi anY W7conixJtanti o5 tfh Joii o5 Hixranch co;hrabh anY ConixJtant'i o7JHathon toixiqhnYqhr5ors anch o5ihr; Hhni. CONWQUTANT ifaJ not rhcos s hneh qhr5ors anch xntH CONWQUTANT H 5xJl HixrhY anY H cos qJHanch BHf CLTw'Wrh)xHhs hnti.
3. L5 a 5hYhraJ or itath qrochhYmb 5or rhJH5 o5 Yh7tori H xnYhrtavhn 7l or abahit CONWQUTANTd or H CONWQUTANT s avhi an aiiHns hnt 5or tfh 7hnh5H o5 crhYHrid tfhn CLTw s al H s hYHthJl thrs Hath tfH Contract.
4. L5CONWQUTANT hnbabhi H anl YHf onhit conYxct rhJathY to tfh qhr5ors anch or aYs HiltratHn o5 tfH Contract or ; HJathi CLTw'WJaBid rhbxJatHni or qoJHh rhJatHb to Jo77l Hbd tfhn CLTw s al H s hYHthJl thrs Hath tfH Contract.



k. Acti o5 MoraJ TxrqHxYh

a. CONWQUTANT ifaJJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehriond ai YhSHhY 7hJoBd H cfarbhY Bf d H YHthY Sord con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtodanl act Bf Hf conitHxthi an o5Shnih H; oJ; Hb s oraJ txrqHxYh xnYhr ShYhraJd itathd or JocaJ JaBi g Act o5 MoraJ TxrqHxYh“”.

7. I5CONWQUTANT or a Khl ehri on H con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtod an Act o5 MoraJ TxrqHxYhdCLTw s al H s hYHthJl thrs Hhath tf H Contract.

c. I5CONWQUTANT or a Khl ehri on H cfarbhY Bf or H YHthY 5or an Act o5 MoraJ TxrqHxYhdCLTw s al thrs Hhath tf H Contract a5thr gro; Hb CONWQUTANT an oqportxnH to qrhihnt h; Hhch o5 CONWQUTANT'Wa7H to qhr5ors xnYhr tf h thrs i o5tf H Contract.

Y. Acti o5 MoraJ TxrqHxYh HcJxYhd7xt arh not JH HhY to: ; Hhnt ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 660.kd crH hi H; oJ; Hb BhaqoniderH hi rhixJHb H i hrHxi 7oYH Hpxrl or Yhatf di hrHxi ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 1192.0danYtfoih crH hi rhShrhchY H tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh WctHn k164g”g”j H aYYHn to anY HcJxYHb acti o5 s xrYhrdraqhdihnxaJ aiaxJd ro77hrl d vHnaqqHbd fxs an tra5HvHbd qH qHbd ; oJxntarl s aniJaxbfthrdabba; athY aiaxJdaiiaxJt on a qhach o5Hhds al fhs d5raxYdYos hitH a7xihd hJYhrJl a7xihdanYcfHYa7xihdrhbarYhi i o5Bfhtfhr ixcf acti arh qxnHfa7Jh 7l ShJonl or s HYhs hanor con; Hthn.

h. I or tfh qxrqoihi o5tf H gro; Hhnda Khl ehri on H a qrhHdaJd o5Hhhd or hs qJol hh aiiHhnhY to tf H Contractd or oBnhr gYHhctJl or H YHhctJl dtfroxbf onh or s orh Hhthrs hYHrHh”o5thn qhrchnt or s orh o5tf h ; othb qoBhr or h)xHl

## 11thrhiti o5CONWQUTANT.

6. In tfh h; hnt CLTw thrs 11athi tfH Contract ai qro; 11YH tfH ihet11ndCLTw s al qroexrhdqon ixcf thrs i anYH tfh s annhr ai CLTw s al Yhhs aqqroqr11thdihr; 11hi i 11 Har 11 icoqh anY Jh; hJ o5 h55ort to tfoih io thrs 11athYd anYCONWQUTANT ifaJJ 7h J117Jh to CLTw 5or aJJ o5 11i coiti anYYas abhid11cJxY11bd7xt not J11 11Ytodanl hnehi coiti 5or ixcf ihr; 11hi.

0. L5da5thr not11h o5 thrs 11at11n o5 tfH Contract xnYhr tfh qro; 1111ni o5 tfH ihet11nd11H Yhthrs 11hY5or anl rhaion tfat CONWQUTANT Bai not 11 Yh5axJt xnYhr tfh qro; 1111ni o5 tfH ihet11ndor tfat tfh Yh5axJt Bai hnexia7Jh xnYhr tfh thrs i o5 tfH Contractd tfh r11fti anY o7J11bat11ni o5 tfh qart11i ifaJJ 7h tfh ias h ai 11 tfh not11h o5 thrs 11at11n faY 7hhn 11ixhY qxrixant to Art11Jh 14 Thrs 11at11n 5or Con; hn11nch.

8. Tfh r11fti anY rhs hY11i o5 CLTw qro; 11YH 11 tfH ihet11n ifaJJ not 7h hncJxi 11h anYarh 11 aY1111n to anl otfhr r11fti anYrhs hY11i qro; 11YH7l JaB or xnYhr tfH Contract.

C. In tfh h; hnt tfat tfH Contract H thrs 11athYdCONWQUTANT ifaJJ 11 s hY11thJl not11 aJJ hs qJol hhi anY W7conixJtantid anY ifaJJ not11 11 Br1111b aJJ otfhr qart11i contracthYB11f xnYhr tfh thrs i o5 tfH Contract B11f 11 511h Borv11b Yal i o5 tfh thrs 11at11n.

## APTICUE 1k

## AMENDMENTS, CHANGES OR MODIFICATIONS

As hnYs hntidefanbhi or s oY1111at11ni to tfh thrs i o5 tfH Contract s al 7hs aYhat anl tH h 7l s xtxaJBr1111n abrhhs hnt 7htBhhn tfh qart11i fhrhto anYifaJJ 7h i11nhY7l tfh qhri oni axtf or11hYto 711Ytfh qart11i tfhrhto anY aqqro; hYqxrixant to tfh qro; 1111ni o5 **Article 5**.

## APTICUE 16

## INDEMNIFICATION AND INSURANCE

### 16.1 InYhs n1111at11n

Enchqt 5or tfh act11h nhbJ11hnh or B11J5xJ s HconYxct o5 tfh CLTw dor anl o5 11 GoarYid o5511hrid abhntid hs qJol hhi d aii11nid anY ixchii ori 11 11thrhithdCONWQUTANT xnYrtavhi anYabrhi to Yh5hnYd11Yhs n11 anY foJYfars Jhii tfh CLTw anYanl o5 11 GoarYido5511hridabhntidhs qJol hhi d aii11ni anYixchii ori 11 11thrhith 5ros anYaba11it aJJ ix11 anYcaxihi o5 act11ndcJa11 idJoi ihidYhs anYi anYhmqhni hid11cJxY11b 7xt not J11 11Ytod attornhl %5hi g7otf 11-foxih anY oxtiYh coxni11p' anY coit o5 J1111at11n

## 16.2 Inixranch

APTLCUE 10

## INDEPENDENT CONTRACTORS

APTLCUE 18

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

18.2 CONVUTANT ifaJ 7h rhiqoni 7Jh 5or tfh  
gro5hi i lonaJ) xaJll dthcfnHJaJ accxracl dtH hJl cos qJhtHondanYtfh



coorYmatlon o5 aJJ Yhi Bnid YraBmbidi qhcHmatlonid rhqortid anY  
otfhr i hr; Ichi 5xrnHfhY 7l CONVQUTANT xnYhr tfH Contract.  
CONVQUTANT ifaJd at no aYHonaJ coit to CLTwd corrhct or  
rh; Hh anl hrrorid os Hl lonid or otfhr YhStHncHh H Hl Yhi Bnid  
YraBmbidi qhcHmatlonid rhqortidcaJcxJatloni danYotfhr i hr; Ichi.

18.3 Tfh CONVQUTANT ifaJJ hnfH qroqhr  
qroShiiHonaJ pYbs hnt H tfh xih o5 H5ors atlon 5xrnHfhY 7l CLTw  
H ArtHJh 4. In tfh h; hnt tfat iaYH5ors atlon H not YhJhrhYtH hJl  
or tfat H H YHco; hrhY to 7h Hcorrhct or s HJhaYHbd  
CONVQUTANT BHJ notH tfh CLTw H a rhaiona7Jh s annhr a5th  
tfh YHco; hrl o5 ixcf tarYHhii or Hcorrhct or s HJhaYHb  
H5ors atlon anY gros qtJl s avh a Ythrs matlon o5 H coiti anY  
iefhYxJh H qact on tfH Contractdai BhJ ai rhcos s hnYatloni 5or  
tfh corrhctlon o5 ixcf Hcorrhct or s HJhaYHb H5ors atlon.

18.4 CONVQUTANT ifaJJ qhr5ors ixcf  
qroShiiHonaJ i hr; Ichi ai s al 7h nhchiarl to accos qJHf tfh Borv  
rh) xHhY to 7h qhr5ors hYxnYhr tfH Contract H accorYanch BHf tfH  
Contract.

18.k Enchqt ai iqhcHhY H ArtHJh 16 anY ai  
otfhrBHh qro; HhY H tfH Contractd tfh CONVQUTANT ifaJJ 7h  
anY ifaJJ rhs aH JH7JhdH accorYanch BHf aqJHda7Jh JaBd5or aJJ  
Yas abhi to CLTw caxihY 7l CONVQUTANTW nhbJHhnt  
qhr5ors anch o5 anl o5 tfh i hr; Ichi 5xrnHfhY xnYhr tfH Contractd  
hneht 5or hrrorid os Hl lonid or otfhr YhStHncHh to tfh hntHnt  
attrHxta7Jh to CLTwCLTw-5xrnHfhY Yatador anl tfHY qartl.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrifH o5 Data anYUHhni h**

19.1.1 QnJhi i otfhrBHh qro; HhY5or  
fhrhHd aJJ F orv eroYxcti orBHhathY anY qrhqarhY 7l  
CONVQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH  
Contract ifaJJ 7h anY rhs aH tfh hncJxiHh qroqhrtl o5 tfh  
CLTw 5or H xih H anl s annhr H Yhhs i aqgroqrHh. F orv  
eroYxcti arh aJJ BorvidtanbHJh or notd crhathY xnYhr tfH  
Contract HcJxYHbdBHf oxt JH HmatlonidYocxs hntids athrHJd  
Yatad rhqortid s anxaJid iqhcHmatlonid artBorvd YraBmbid  
ivhtcfhid cos qxthr qrobras i anY Yata7aihid icfhs atHid  
qfotobraqfid ; Hho anY axYH; HxaJ rhorYHbid ioxnY  
rhorYHbids arvidJoboidbraqfid Yhi Bnid nothid Bh7i Hhid  
Yos aH nas hidH; hntlonidqrochiihid5ors xJai s atthri anY  
cos 7Hmatloni tfrho5danYaJJ 5ors i o5 HhJhctxaJ qroqhrtl.

CONWQUTANT fhrh7l aiiHnid anY abrhhi to aiiHndaJJ  
booYBHddcoql rHftdtraYhs arvdqathntdtraYh iherht anY aJJ  
otfhr HthJhctxaJ qroqhrtl rHfti BorJYBYH H anl F orv  
eroYxcti orHhathYanYqrhgarhY7l CONWQUTANT xnYhr  
tfH Contract. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl  
Yocxs hnti nhchiiarl 5or tfh CLTw to qhrShctds hs orHJHhd  
or rhcorYtfh CLTw'WoBnhri fH o5 rHfti qro; HhYfhrhH.

19.1.2 F Hf rhbarY to tfh 7aiH 5or  
Yhi Hn caJcxJatHni anYhnbHhhrHb nothi dixcf Yata ifaJJ 7h  
qro; HhY to tfh CLTw H ga" farY co; hr qoit 7H Yhrgi" d  
aqqroqrHthJl H YhnhYdon tfH Ml Jar itocv or booY) xaJHl  
qaqhr iathHfactorl 5or rhqroYxctHn.

19.1.3 I or aJJ F orv eroYxcti  
YhJHhrhY to tfh CLTw tfat arh not orHhathY or qrhgarhY7l  
CONWQUTANT or H ix7conixJtanti o5 anl tHr xnYhr tfH  
Contractd CONWQUTANT fhrh7l branti a non-hncJxiHh  
qhrqhtxaJ JHhni to xih ixcf F orv eroYxcti 5or anl CLTw  
qxrqoihi.

19.1.4 CONWQUTANT ifaJJ not  
qro; Hh or YHcJoih anl F orv eroYxcti to anl tfH Yqartl  
BHf oxt qrlor BrHhcn conihnt o5 tfh CLTw.

19.1.k AJJ Yocxs hntid H5ors atHn  
anY qrh-hnHtHb s athrHJi qro; HhY 7l CLTw to  
CONWQUTANT anY H ix7conixJtanti arHhHb oxt o5 or  
rhJathY to tfH Contract ifaJJ rhs aH tfh qroqhrtl o5 tfh  
CLTw. Tfh CONWQUTANT s al not xihd YHtrHxth or  
otfhrBHh s avh qx7JH H anl s annhrdhHf hr 5or qroSH or not  
5or qroSH anl o5 tfh H5ors atHnd Yocxs hntatHnd or  
qrochYxri Yh; hJoqhY 5or tfh CLTw fhrhxnYhr BHf oxt tfh  
qrlor BrHhcn conihnt o5 tfh CLTw. CONWQUTANT 5xrtfhr  
abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to  
qhrShctds hs orHJHhd or rhcorYtfh CLTw'WoBnhri fH o5  
rHfti.

19.1.6 Anl ix7contract hnthrhY Hto  
7l CONWQUTANT rhJathHb to tfH Contractd to tfh hnthnt  
aJJoBhYfhrhxnYhrdi faJJ HcJxYh a JHh qro; Hhcn 5or Borv to  
7h qhr5ors hY xnYhr tfH Contract to contractxaJJ 7H Y or  
otfhrBHh o7JHh H ix7conixJtanti qhr5ors Hb Borv xnYhr  
tfH Contract ixcf tfat tfh CLTw'WoBnhri fH anY JHhni h  
rHfti o5 aJJ F orv eroYxcti arh qrhhr; hY anY qrothethY ai  
HhthnYhYfhrhH. I aHkrh o5 CONWQUTANT to cos qJl BHf

tfH rh)xHhs hnt or to o7taH tfh cos qJHanch o5 H  
ix7conixJtanti BHF ixcf o7JHbati6ni ifaJ ix7pct  
CONWQUTANT to tfh H qoiH6n o5 anl anYaJ ianct6ni  
aJoBhY 7l JaBdHcJxYHb 7xt not JH HhY to thrs H6t6n o5  
CONWQUTANT'WContract BHF tfh CLTw.

19.1.0 CONWQUTANT abrhhi tfat a  
s onhtarl rhs hYl 5or 7rhacf o5 tfH Contract s al 7h  
HhYh)xathd H qractH6a7Jhd or YH5HxJt to qro; h anY tfat a  
7rhacf s al caxih CLTw Hrhqara7Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh)xHhs hnt 7l ihhvHb HpxnctHh  
rhJH5 anY iqhcH6 qhr5ors anchd BHF oxt anl nhchiiH o5  
ifoBHb actxaJ Yas abh or Hrhqara7Jh fars . WhvHb  
HpxnctHh rhJH5 or iqhcH6 qhr5ors anch Yohi not qrhcJxYh  
CLTw 5ros ihhvHb or o7taHb anl ofhr rhJH5 to BfHf  
CLTw s al 7h hntHhY.

## 19.2 InthJhctxaJeroqrtl F arrantl

19.2.1 CONWQUTANT rhqrhi hnti  
anY Barranti tfat H qhr5ors anch o5 aJ o7JHbati6ni xnYhr  
tfH Contract Yohi not H5HbH H anl Bal d YHhctJl or  
contrHxtorH dxqon anl tfH Y qartl 'i HthJhctxaJ qroqrtl  
rHftid HcJxYHbd BHF oxt JH H6t6nd qathntid coql rHftid  
traYhs arvidtraYh iherhti drHfti o5 qx7JH6H anY qroqrHtarl  
H5ors at6n.

## 19.3 InthJhctxaJeroqrtl InYhs nH6t6n

19.3.1 CONWQUTANTd at H oBn  
hnqhnihd xnYhrtavhi anY abrhhi to Yh5nYd HhYhs nH6 danY  
foJY fars Jhi tfh CLTw danY anl o5 H GoarYid o5H6hid  
abhntidhs qJol hhidai iHnidanY icchi6ri H Hthrhith 5ros  
anY abaH6it aJ ixH anY caxih o5 act6nd cJaH id Joiihid  
Yhs anYi anY hnqhnihid HcJxYHb 7xt not JH HhY tod  
attornhl 'i Shhi g7otf H-foxih anYoxti Hh coxnihP'anYcoit  
o5 JH6t6n gHcJxYHb aJ actxaJ JH6t6n coiti HcxrrhY 7l  
tfh CLTw HcJxYHb 7xt not JH HhY todecoiti o5 hnqhrti anY  
conixJtanti'd Yas abhi or JH7H6H o5 anl natxrh Bfati6h; hr  
arHb oxt o5 tfh H5Hbhs hntdactxaJ or aJHbYd YHhct or  
contrHxtorl do5 anl HthJhctxaJ qroqrtl rHftid HcJxYHbd  
BHF oxt JH H6t6nd qathntid coql rHftid traYhs arvid traYh  
iherhti drHfti o5 qx7JH6H anY qroqrHtarl H5ors at6n gl'on  
or H anl Yhi H6nds hYHs ds atthrdart6Jhd qrochiids htf oYd  
aqqJH6t6nd h)xHs hntd Yh; H6d H6trxs hntat6nd io5 Barhd  
farY Barhd or Shs Barh xihY 7l CONWQUTANTd or H



ix7conixJtanti o5anl tHrdH qhr5ors Hb tfh Borv xnYhr tfH Contractj or g2” ai a rhixJt o5tfh CLTw’WactxaJ or HthnYhY xih o5anl F orv eroYxct 5xrnHfhY 7l CONWQUTANTdor H ix7conixJtanti o5anl tHrdxnYhr tfh Contract. P Hfti anY rhs hYHh a; aHa7Jh to tfh CLTw xnYhr tfH qro; Hlon arh cxs xJatHh o5tfoih qro; FhY 5or hJhBfhrh H tfH Contract anYtfoih aJJoBhY xnYhr tfh JaBi o5 tfh QnHhY Wathidtfh Wath o5CaJH5ornHadanYtfh CLTw. Tfh qro; Hloni o5 **Article 19** ifaJJixr; Hh hmqHation or thrs Hation o5tfH Contract.

19.3.2 In CONWQUTANT’WYhShnih o5 tfh CLTw YhShnYantid nhbotHationd cos qros Hhd anY ihttJhs hnt o5anl ixcf H5Hbhs hnt actHndtfh Uoi AnbhJhi CHH Attornhl ’i O55Hh ifaJJ rhtaH YHcrhtlon H anY controJ o5 tfh JHbHationd nhbotHationd cos qros Hhd ihttJhs hntd anY aqqaJi tfhrh5ros d ai rh)xHhY 7l tfh Uoi AnbhJhi CHH CfarthrdqartHxJarJl ArtHJh Ild Wictloni 201d202 anY 203 tfhrho5.

19.3.3 F fhrh anl F orv eroYxct 5xrnHfhY7l CONWQUTANT ga” 7hecos hi tfh ix7pct o5an actHnd g7” Hl aYpYHathY ai H5HbHb a tfHhY qartl ’i InthJhctxaJ eroqrtl rHftd or g” fai H xih hnpHhY or JHhni h thrs HathYj CONWQUTANT ifaJJdBHf tfh CLTw’W conihntd Yo onh o5 tfh 5oJJoBhHb H s hYHthJl . CONWQUTANT ifaJJ at H hmqhni h hHf hr:

H grocxrh 5or tfh CLTw tfh rHft or JHhni h to contHxh xiHb tfh F orv eroYxctj or

H rhqJach tfh F orv eroYxct BHf a 5xncHonaJl h)xHJahntd non-H5HbHb qroYxct.

EnhrchHh o5anl o5tfh a7o; h-s hntHnhY oqtHni ifaJJ not caxih xnYxh 7xiHhii Hthrrxqtion to tfh CLTw or YH Hhf tfh HthnYhY 7hnh5Hh anY xih o5 tfh F orv eroYxct 7l tfh CLTw xnYhr tfH Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhii ofhrBHh hnh qtdtfH Contract H ix7pct to tfh aqqJda7Jh non-YHcrH Hationdh) xaJ 7hnh5Hh dh) xaJhs qJol s hnt qractHh danYa55Hs atHh actHn qrobras qro; Hloni H UAAC Wictlon 1y.8 ht ih) .dai as hnYhY 5ros tH h to tH h.

A. CONVQUTANT ifaJJ cos qJl Bfff tfh aqqJha7Jh non-YhcrH matlon anYa55hs atHh actlon qro; Hloni o5 tfh JaBi o5 tfh QnHhY Wathi o5 As hrHdad tfh Wath o5 CaJHornHd anY CITw. In qhr5ors Hb tfH Contractd CONVQUTANT ifaJJ not YhcrH Hmath H anl o5 Hf fHhHb or hs qJol s hnt qractHh abahit anl hs qJol hh or aqqJHdant 5or hs qJol s hnt 7hcaxih o5 ixcf qhrion'i rachd coJord rhJHond natlonal or Hhhdanchi trl dihn dihnxaJ or Hntatlon d bhn Yhrd bhn Yhr FhntHd d abhd YHla7Hh d Yos hitH qartnhr itatxid s arHaj itatxi or s hYHdaJ conYHlon.

G. Tfh rh)xHhs hnti o5 Wictlon 1y.8.2.1 o5 tfh UAACd tfh E)xaJ Ghnh5H OrYHanchd anY tfh qro; Hloni o5 Wictlon 1y.8.2.1g' arh HcorqorathY anYs aYh a qart o5 tfH Contract 7l rhShrhnh.

C. Tfh qro; Hloni o5 Wictlon 1y.8.3 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBH 7h vnoBn ai tfh (E)xaJ Es qJol s hnt eractHh " qro; Hloni o5 tfH Contract.

D. Tfh qro; Hloni o5 Wictlon 1y.8.4 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBH 7h vnoBn ai tfh (A55hs atHh Actlon erobras " qro; Hloni o5 tfH Contract.

Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntHdaJ qro; Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUTANT abrhhi anY o7JHbathi HhJ5 to xtHhZh tfh ihr; Hh o5 MHorHd GxiHhii EnthrqrHh gMGE"dF os hn GxiHhii EnthrqrHh gF GE"d W aJJ GxiHhii EnthrqrHh gWGE"d Es hrbHb GxiHhii EnthrqrHh gEGE"d DHla7JhY Shthran GxiHhii EnthrqrHh gDSGE"d anY Otfhr GxiHhii EnthrqrHh gOGE" 5Hs i on a Jh; hJ io YhiHnathY H H qroqoiaJ. CONVQUTANT chrH5H tfat H fai cos qJHBYBH tfh GxiHhii IncJxlon erobras oxtrhacf rh)xHhs hnti o5 Mal oraJ EnhcxtHh DHhctHh 14dBfHf H HcJxYh ai Attacfs hnt 0 to tfh Ph)xhit 5or RxaJHdationi. CONVQUTANT ifaJJ not cfanbh anl o5 tfh YhiHnathY ix7conixJanti or rhYxch tfhH Jh; hJ o5 h55ort Bfff oxt qrlor BrHhnh aqqro; aJ o5 tfh CITw qro; FhYtf at ixcf aqqro; aJ BH not 7h xnrhai ona7Jl Bfff hJY.

CONVQUTANT fai ix7s HhY tfh UHt o5 eothntHd MGE/F GE/WGE/EGE/DS GE/OGE W7conixJanti (**Exhibit C – Schedule A**) aJonb Bfff tfhH qroqoiaJ. At tfh tH h a iqhcHd taiv Borv orYhr H aiiHnhYto tfh conixJantdtfh conixJant s xit ix7s Htfh Tai v F orv OrYhr

Uht o5 W7conixJtanti (Exhibit C - Schedule B). DxrHb tfh thrs o5 tfh contractd tfh CONVQUTANT s xit ix7s H tfh MGE/F GE/WGE/EGE/DS GE/OGE QtHtation ero5h (Exhibit C - Schedule C) Bfhn ix7s Hb an H; oth to tfh ClH. Qqon hmHtation or thrs Htation o5 tfh contractda ix7s s arl o5 tfh rhcorYi ifaJ 7h qrhqarhY on tfh "I HaJ W7conixJtHb Phqort" 5ors (Exhibit C - Schedule D) anY chrtHhY corrhct 7l tfh CONVQUTANT or H axtforHhY rhqrhihtatHh. Tfh cos qJhthY5ors ifaJ 7h 5xrnHfhYto tfh ClTw Bff H 1k BorvHb Yal i a5hr hmHtation or thrs Htation o5 tfh contract.

CONVQUTANT abrhhi anY o7JHbathi HhJ5 to xtHh tfh ihr; Hh o5 MHorHl dF os hndW aJdEs hrbHbdDHa7JhYS hthrandanYotfhr GxiHh i EnthqrHh gMGE/F GE/WGE/EGE/DS GE/OGE" 5hs i on a Jh; hJ io Yhi HbathYH H groqoiadH5 anl . Tfh ClTw fai iht antHhYqartHtation Jh; hJi o5 18\$ MGE4\$ F GE2k\$ WGE8\$ EGEdanY3\$ DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NHffhr qartl ifaJ 7h Jd7Jh 5or H YhJal or 5aHxrh to qhr5ors anl o7JHbation xnYhr anYH accorYanch Bff tfH ContractdHtfh YhJal or 5aHxrh arHh i oxt o5 5hhd 5JooYid hartf) xavhid hqHhs H d ) xarantHh rhtrHttonid otfhr natxraJ occxrrhndi dtrHh dJocvoxti gotfhr tfan a Jocvoxt 7l tfh qartl or anl o5 tfh qartl % W7conixJtanti'd 5hHft hs 7arbohid throrrHt actid Hixrrhettoni or otfhr cHh YHtx7anchid or otfhr iH Har h; hnti to tfoih YhcrHhY a7o; hd7xt H hacf caih tfh YhJal or 5aHxrh to qhr5ors s xit 7h 7hl onYtfh controJ anYBff oxt anl 5axJt or nhbJHhch o5 tfh qartl YhJal hY or 5aHb to qhr5ors gfh h h; hnti arh rh5rrhYto H tfH qro; Hton ai "I orch Maphxrh E; hnti "".

NotBffitanYHb tfh 5orhboHbd a YhJal or 5aHxrh to qhr5ors 7l a W7conixJtant o5 CONVQUTANT ifaJ not conitHxth a I orch Maphxrh E; hntdxnJh i tfh YhJal or 5aHxrh arHh i oxt o5 caxi h 7hl onYtfh controJ o5 7otf CONVQUTANT anY W7conixJtand anY Bff oxt anl 5axJt or nhbJHhch o5 hffhr o5 tfhs . In ixcf caihd CONVQUTANT ifaJ not 7h Jd7Jh 5or tfh YhJal or 5aHxrh to qhr5ors dxnJh i tfh booYi or ihr; Hh to 7h 5xrnHfhY 7l tfh W7conixJtant Bhrh o7taHa7Jh 5ros otfhr ioxrch i ix5Hhnt tH h to qhrs H CONVQUTANT to qhr5ors tH hJl . Ai xi hYH tfH Contractd tfh thrs "W7conixJtant" s hani a ix7conixJtant at anl tHr.

In tfh h; hnt CONVQUTANT'WYhJal or 5aHxrh to qhr5ors arHh i oxt o5 a I orch Maphxrh E; hntd CONVQUTANT abrhhi to xih cos s hrcHJl rhai ona7Jh 7hit h55orti to o7taH tfh booYi or ihr; Hh 5ros otfhr ioxrchid anY to otfhr Bff s Hbath tfh Yas abhi anYrhYxch tfh YhJal caxi hY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 23

## **SEVERABILITY**



WoxJY anl qortlon o5 tfhl Contract 7h Ynthrs hhy to 7h ; oHY or  
xnhn5orcha7Jhdi xcf ifaJJ 7h ih; hrhY 5ros tfh BfoJh anYtfh Contract BHI  
contlhxh ai s oY5HY.

#### APTICUE 24

#### **DISPUTES**

WoxJYa Yhlqxth or contro; hri l arhlh conchnhbb gro; hlloni o5tfhl Contract  
or tfh qhr5ors anch o5 Borv fhrhxnYhrdtfh qartlli s al hJhet to ix7s Hixcf  
to a coxrt o5cos qhthnt prhlYdtlon.

#### APTICUE 2k

#### **ENTIRE CONTRACT**

Tfhl Contract ihti 5ortf aJJ o5tfhrhbf ti anYXtlli o5tfh qartlli Bllf rhi qhet  
to tfh ix7phet s atthr fhrho5danYrhqJachi anl anYaJJ qrh; Hxi Contracti or  
xnYhritanYhbi dBfhtf hr Brllhn or oraJdrhJathbb tfhrto. Tfhl Contract s al  
7h as hnYhYonJl ai qro; FhY5or h ArtllJh 1k fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl %qhr5ors anch fhrhxnYhr ifaJJ cos qJl Bllf aJJ aqqJda7Jh JaBi  
o5 tfh QnllhY Wathi o5 As hrllad tfh Wath o5 CaJllornl ad anY tfh CLTwd  
HlcJxYhbb 7xt not JH HhY todJaBi rhbarYhbb fhaJtf anY ia5htl dJa7or anY  
hs qJol s hntdBabh anY foxri anY Jllhni hbb JaBi Bllf a55het hs qJol hhi.  
Tfhl Contract ifaJJ 7h hn5orchYanY hthrqrhthYxnYhr tfh JaBi o5tfh Wath  
o5 CaJllornl Bllf oxt rhbarY to con5Jlt o5 JaB qrllclqJhi. CONVQUTANT  
ifaJJ cos qJl Bllf nhBd as hnYhYd or rh; HhY JaBi d rhbxJatlonid anY/or  
qrochYxrhi tfat aqqJl to tfh qhr5ors anch o5tfhl Contract.

In anl actlon arllhbb oxt o5 tfhl Contractd CONVQUTANT conihnti to  
qhrionaJ prhlYdtlon danY abrhhi to 7rllb aJJ ixcf actlonid hncJxi HhJl H  
itath or ShYhraJ coxrti JocathYH Uoi AnbhJhi

L5 anl qartd thrs or qro; hllon o5 tfhl Contract Hl fhJY ; oHYd HJhbaJd  
xnhn5orcha7Jhd or h con5Jlt Bllf anl JaB o5 a ShYhraJd itath or JocaJ  
bo; hrns hnt fa; hbb prhlYdtlon o; hr tfhl Contractd tfh ; aJYHl o5 tfh  
rhs aHhbb qartid thrs i or qro; hlloni o5 tfhl Contract ifaJJ not 7h a55ethY  
tfhrh7l .

#### APTICUE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 aqqJda7Jhd CONVQUTANT rhqrhi hnti tfat Hfai o7taHhYanY qrhi hntJl  
foJYi tfh Gxi Hhii TamPhblltration Chrtllclathg” rh) xHhY 7l tfh CLTww

Gxi hhi Tam OrYhanchd Wctlon 21.yy *et seq.* o5 tfh Uoi AnbhJhi MxnHdaJ CoYh. I or tfh thrs co; hrhY 7l tfH Contractd CONWQUTANT ifaJ s aHtaHd or o7taH ai nhchiarl daJ ixcf ChrtHdath rh)xHhY o5 H xnYhr tfh Gxi hhi TamOrYhanchdanYifaJ not aJb anl ixcf ChrtHdath to 7h rh; ovhY or ixiqhnYhY.

#### APTICUE 28

#### **BONDS**

AJ 7onY rh)xHhY 7l CLTw ifaJ 7h 5HhY BHf tfh O55Hh o5 tfh CH AYS HhtrathH O55HrdP Hlv Manabhs hnt 5or H rh; HB anYacchqtanch H accorYanch BHf Uoi AnbhJhi AYS HhtrathH CoYh gUAAC"" Wctloni 11.40 ht ih).dai as hnYhY 5ros tH h to tH h.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix7pct to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd Wctlon 1y.1y o5 tfh Uoi AnbhJhi AYS HhtrathH CoYhdai as hnYhY 5ros tH h to tH h. CONWQUTANT H rh)xHhY to cos qJhth a ChrtHdath o5 Cos qJhanch BHf CfHYWqqort O7Jhathoni BfHf H attacfhY fhrhto ai **Exhibit E** anYHcorqorathYfhrhH 7l tfH rh5rhnh. exrixant to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd CONWQUTANT BHJ 5xJl cos qJ BHf aJ aqJda7Jh itath anY 5hYhraJhs qJol s hnt rhqortHb rh)xHhs hnti 5or CONWQUTANT'Whs qJol hhi. CONWQUTANT ifaJ aJio chrtH gl" tfat tfh qrhclqaj oBnhrj" o5 CONWQUTANT H garh" H cos qJhanch BHf anl F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl j g" tfat CONWQUTANT BHJ 5xJl cos qJ BHf aJ JaB 5xJl ihr; hYF abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt H accorYanch BHf Wctlon k23ydet seq. o5 tfh CaJHornH I as H CoYhj anY g" tfat CONWQUTANT BHJ s aHtaH ixcf cos qJhanch tfoxbfoxt tfh thrs o5 tfH Contract.

exrixant to Wctlon 1y.1yg" o5 tfh Uoi AnbhJhi AYS HhtrathH CoYhd 5aHrh o5 CONWQUTANT to cos qJ BHf aJ aqJda7Jh rhqortHb rh)xHhs hnti or to H qJhs hnt JaB 5xJl ihr; hY F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hntd or tfh 5aHrh o5 anl qrhclqaj oBnhrj" o5 CONWQUTANT to cos qJ BHf anl F abh anY EarnHbi AiiHns hnt OrYhri or NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl difaJ conitHxth a Yh5axJt 7l tfh CONWQUTANT xnYhr tfH Contractd ix7pctHb tfH Contract to thrs Hathon H ixcf Yh5axJt ifaJ conthxh 5or s orh tfan nHhtl gY" Yali a5hr notHh o5 ixcf Yh5axJt to CONWQUTANT 7l tfh CLTw.

Anl ix7contract hnthrhY Hto 7l CONWQUTANTd to tfh hnt hnt aJb hY fhrhxnYhrd ifaJ HcJxYh a JHh gro; Hlon 5or Borv to 7h qhr5ors hY xnYhr tfH Contract. I aHrh o5 CONWQUTANT to o7taH cos qJhanch o5 H ix7conixJtanti ifaJ conitHxth a Yh5axJt 7l CONWQUTANT xnYhr tfH

Contractdix7pctHb tfH Contract to thrs Hattlon Bfhrh ixcf Yh5axJt ifaJJ  
contHxh 5or s orh tfan nHhtl 9y” Yal i a5thr notHh o5 ixcf Yh5axJt to  
CONVQUTANT 7l tfh CLTw.

CONVQUTANT chrtHh tfatd to tfh 7hit o5 Hh vnoBjhYbhd H H 5xJJ  
cos qJl Hb Bff tfh EarnHbi AiiHns hnt OrYhri o5 aJJ hs qJol hhidanYH  
gro; Hh tfh nas hi o5 aJJ nhB hs qJol hhi to tfh NhB , Hh PhbHtrl  
s aHtaHhY 7l tfh Es qJol s hnt Dh; hJoqs hnt Dhqarts hnt ai iht 5ortf H  
Wictlon 011yg7” o5tfh CaJHornId ex7JH Contract CoYh.

### APTICUE 3y

### **LIVING WAGE ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh UHHb F abh OrYHanchdUAAC  
Wictlon 1y.30 ht ih).d ai as hnYhY 5ros tH h to tH h. CONVQUTANT  
5xrtfhr abrhhi tfat H ifaJJ cos qJl Bff ShYhraJ JaB qroicrHh rhtaJatlon  
5or xnlon orbanHh. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or  
Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ  
gro; Hlon.

### APTICUE 31

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh Wlr; Hh Contractor F orvhr  
Phthntlon OrYHanchdUAAC Wictlon 1y.36 ht ih).d ai as hnYhY 5ros tH h  
to tH h. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or Borv to 7h  
qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHdaJ gro; Hlon.

### APTICUE 32

### **ACCESS AND ACCOMMODATIONS**

CONVQUTANT rhqrhihnti anYchrtHh tfat:

- A. CONVQUTANT ifaJJ cos qJl Bff tfh As hrIdani Bff DHla7HtHh  
Actdai as hnYhYd42 Q.WC. Wictlon 121y1 ht ih).dtfh Phfa7HtHh  
Act o5 1903dai as hnYhYd29 Q.WC. Wictlon 0y1 ht ih).dtfh IaH  
, oxiHb ActdanYH H qJhs hntHb rhbxJatloni anYanl ix7ih) xhnt  
as hnYs hnti danYCaJHornId Vo; hrns hnt CoYh Wictlon 1113kj
- G. CONVQUTANT ifaJJ not YHcrH Hhath on tfh 7aiH o5 YHla7HtH or  
on tfh 7aiH o5 a qhrion'i rhJatlonifH todor aiiocHtton Bffda  
qhrion Bfo fai a YHla7HtH j
- C. CONVQUTANT ifaJJ gro; Hh rhaiona7Jh accos s oYatlon xqon  
rh) xhit to hni xrh h) xaJ acchii to CLTw-5xnYh qrobras idihr; Hh  
anYactH Hh j



- D. Conitrxcton BHJ 7h qhr5ors hY H accorYanch BHF tfh QnH5ors I hYhraJ AcchiiH7H7H WanYarYi gQI AWd24 C.I.P. eart 4yj anY
- E. Tfh 7xHYHbi anY 5achH7H7H xihY to qro; Hh ihr; Hhi xnYhr tfH Contract arh H cos qJHanch BHF tfh ShYhraJ anYitath itanYarYi 5or acchiiH7H7H ai iht 5ortf H tfh 2yly ADA WanYarYid CaJHornH T7H 24dCfaqthr 1ldor ofthr aqqJda7Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhritanYi tfat CITw H rhJ Hb xqon tfhih chrtH7H7Honi anYhrqrhinhntatHoni ai a conYH7H7H to 5xnYHb tfH Contract. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an YHntH7H7H qro; H7H7H.

### APTICUE 33

### **WAIVER**

A BaHhr o5 a Yh5axJt o5 anl qartdthrs or qro; H7H7H o5 tfH Contract ifaJJ not 7h conitrxhYai a BaHhr o5 anl ix7chhYHb Yh5axJt or ai a BaHhr o5 tfh qartdthrs or qro; H7H7H HhJ5. A qartl 'i qhr5ors anch a5thr tfh ofthr qartl 'i Yh5axJt ifaJJ not 7h conitrxhYai a BaHhr o5 tfat Yh5axJt.

### APTICUE 34

### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al notdxnJhii Hfai 5H7H7H o7taHhYtfh BrH7H7H qhrs H7H7H o5 tfh CITw:

ga” AiiH7H7H or ofthrBH7H7H aJH7H7H anl o5 H7H7H rH7H7H xnYhr tfH Contractd HcJxYHb tfh rH7H7H to qal s hntj or

g7” DhJhbathdi x7contractdor ofthrBH7H7H trani 5hr anl o5 H7H7H YxtH7H7H xnYhr tfH Contract.

### APTICUE 3k

### **PERMITS**

CONVQUTANT anYH7H7H YH7H7Hctorido55H7H7Hdqartnhridabhntidhs qJol hhi anY ix7conixJtanti dto tfh hntHnt aJJoBhY fhrhxnYhrdifaJJ o7taH7H7H anYs aH7H7H aJJ JH7H7Hhid qhrs H7H7H dchrtH7H7Honi anY ofthr Yocxs hnti nhchiiarl 5or CONVQUTANT'Wqhr5ors anch fhrhxnYhr anYifaJJ qal anl 5hi rh)xH7H7H tfhrh5or. CONVQUTANT chrtH7H7H to H s hYH7H7H notH7H7H tfh CITw o5 anl ix7qhni H7H7Hndthrs H7H7HndJaqi hid non-rhnhBaJid or rhi7H7H7Honi o5 JH7H7Hhid qhrs H7H7H dchrtH7H7Hathi dor ofthr Yocxs hnti.

### APTICUE 36

### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJJqros qtJ qal Bfhn YxhaJJas oxnti qal a7Jh 5or Ja7or anYs athrH7H7H 5xrnH7H7HhYH7H7H tfh qhr5ors anch o5 tfH Contract io ai to qrh; hnt anl JH7H7H or ofthr cJaH7H7H xnYhr anl qro; H7H7H o5 JaB 5ros arH7H7Hb abahit anl CITw qroqhrtl gHcJxYHb rhqortid Yocxs hntid anY ofthr tanbH7H7H or

ItanbHJh s attr qroYxchY 7l CONWQUTANT fhrhxnYhr'd abaHti  
CONWQUTANT'WrHfti to qal s hnti fhrhxnYhrdor abaHti tfh CLTw danY  
ifaJ qal aJ as oxnti Yxh xnYhr tfh Qnhs qJol s hnt Inixranch Act BHf  
rhi qhet to ixcf Ja7or.

APTICUE 30

**BEST TERMS**

Tfroxbfoxt tfh thrs o5 tfH ContractdCONWQUTANTdifaJ o55hr CLTw  
tfh 7hit thrs id qrHhid anY YHcoxnti tfat arh o55hrhY to anl o5  
CONWQUTANT'Wexitos hri 5or iH Har booYi anYihr; Hhi qro; HhYxnYhr  
tfH Contract.

APTICUE 38

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Contractor PhiqoniH7H4l  
OrYHanchdUAAC Wictlon 1y.4y ht ih).dai as hnYhY5ros tH h to tH h.

APTICUE 39

**BREACH**

Enchqt 5or hnexia7Jh YhJal i ai YhicrHhYH Article 22dH anl qartl 5aH to  
qhr5ors dH BfoJh or H qartdanl qros Hhdco; hnantdor abrhhs hnt iht 5ortf  
fhrhhdor ifoxJY anl rhqrhihntatlon s aYh 7l H 7h xntxhd anl abbrH; hY  
qartl s al a; aH HhJ5 o5 aJ rHfti anY rhs hYHidat JaB or h)xH dH tfh  
coxrti o5JaB. WYrHfti anYrhs hYHh arh cxs xJatHh o5tfoih qro; HhY5or  
fhrhH hneht tfat H no h; hnt ifaJ anl qartl rhco; hr s orh tf an onchdi x55hr  
a qhnaJl or 5or5Hxrh dor 7h xnpitJl cos qhniathY.

APTICUE 4y

**SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Wa; hrl DHcJoixrh OrYHanchd  
UAAC Wictlon 1y.4l ht ih).d ai as hnYhY 5ros tH h to tH h. Anl  
ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY  
xnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; Hlon.

APTICUE 41

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN  
CITY ELECTIONS**

QnJhi i otfhrBHh hnh s qtdH tfH Contract Hl ; aJxhYat #1yydy y or s orh anY  
rh)xHhi aqqro; aJ 7l an hJhethY CLTw o55hd CONWQUTANTd  
CONWQUTANT'W qrHcHdaJid anY CONWQUTANT'W W7conixJtanti  
hmqhethYto rhchHh at Jhait #1yydy y 5or qhr5ors anch xnYhr tfh Contractd  
anYtfh qrHcHdaJi o5tfoih W7conixJtanti gfh (PhitrHthYehri oni "" ifaJ  
cos qJl BHf Cfarthr Wictlon 40yg"gl2" anY UAMC Wictlon 49.0.3k.  
IaHxrh to cos qJl hntHhi CLTw to thrs Hhath tfH Contract anYto qxri xh aJ  
a; aH7Jh JhbaJ rhs hYHh. Cfarthr Wictlon 40yg"gl2" anY UAMC Wictlon  
49.0.3k JH H tfh a7H4l o5 tfh PhitrHthY ehri oni to s avh cas qaHn

contrHxtlōni to anYhnbabh H 5xnYrahHb 5or chrtaH hJhethYCLTw o55HhJi or canYFathi 5or hJhethYCLTw o55Hh 5or tBhJ; h s ontfi a5hr tfH Contract H iHnhY. AYYHhōnaJl d a CONVQUTANT ix7phct to Cfarthr Wictlōn 40ygc”gl2” H rh)xHhY to cos qJl Bff YHcJoi xrh rh)xHhs hnti 7l ix7s Hh b a cos qJhthY anY iHnhY EtfH Cos s Hlōn Iors kk anY to as hnY tfh H5ors atlōn H tfat 5ors ai iqhcHhY 7l JaB. Anl CONVQUTANT ix7phct to Cfarthr Wictlōn 40ygc”gl2” ifaJl HcJxYh tfh 5oJJoBh b notHh H anl contract Bff anl W7conixJtant hnqhethYto rhchHh at Jhait #1yydyyy 5or qhr5ors anch xnYhr tfH Contract:

(NotHh PhbarYHb PhitrHtōni on Cas qalōn ContrHxtlōni anY IxnYrahHb H CHl EJhctōni  
 vox arh a ix7conixJtant on CHl o5 Uoi AnbhJhi Contract ' \_\_\_\_\_ . exrixant to tfh CHl o5Uoi AnbhJhi Cfarthr Wictlōn 40ygc”gl2” anY rhJathY orYHanchidl ox anY loxr qrhclHqJi arh qrofHhY 5ros s avHb cas qalōn contrHxtlōni to anY 5xnYrahHb 5or chrtaH hJhethY CHl o5 Uoi AnbhJhi g CLTw“” o55HhJi anY canYFathi 5or hJhethY CLTw o55Hh 5or tBhJ; h s ontfi a5hr tfh CLTw contract H iHnhY. vox arh rh)xHhY to qro; Fh tfh nas hi anY contact H5ors atlōn o5 loxr qrhclHqJi to tfh CONVQUTANT anYto as hnYtfat H5ors atlōn Bff H thn 7xiHhii Yal i H H cfanbhi YxrHb tfh tBhJ; h s ontf tH h qhrHōY. I aHxrh to cos qJl s al rhixJt H thrs Hattōn o5tfH Contract anYanl ofhr a; aH7Jh JhbaJ rhs hYHh. In5ors atlōn a7oxt tfh rhitrHtōni s al 7h 5oxnYonJHh at htfH JactHl .orb or 7l caJHb tfh Uoi AnbhJhi CHl EtfH Cos s Hlōn at g213”908-196y.“

#### APTICUE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh I Ht Wxrch , Hh b OrYHanchd UAAC Wictlōn 1y.44 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an FhntHdJ qro; Hlōn.

#### APTICUE 43

#### **IRAN CONTRACTING ACT**

In accorYanch Bff CalJornH ex7JH Contract CoYh Wictlōni 22yy-22y8d aJl 7HYhri ix7s Hh b qroqoiaJi 5ordhnthrHb Htod or rhnhBHb contracti Bff tfh CHl o5Uoi AnbhJhi 5or booYi anYihr; Hh hi tH athYat #1dydydy or s orh arh rh)xHhY to cos qJhthdiHondanY ix7s H tfh (Iran ContractHb Act o52y1y Cos qJhanch A55Ya; H‘.

#### APTICUE 44

#### **SUSPENSION**

At CLTw’WioJh YHcrhtHondCLTw s al ixiqhnYanl or aJl ihr; Hh qro; FhY xnYhr tfH Contract 7l qro; Fh b CONVQUTANT Bff BrHhthn notHh o5 ixiqhni Hōn. Qqon rhchHt o5tfh notHh o5ixiqhni HōnCONVQUTANT ifaJl H s hYHhJl chaih tfh ihr; Hh ixiqhnYhYanY ifaJl not HcJx anl aYYHhōnaJ



o7JHbatHnidcoiti or hmqhnihi to CLTw xntH CLTw bHhi BrHhn notHh to rhcos s hneh tfh i hr; Hhi.

#### APTICUE 4k

#### **DATA PROTECTION**

- A. CONVQUTANT ifaJJ grothctd xiHhb tfh s oit ihcxrh s hani anY thecfnoJobl tfat Hl cos s hrcHJJl a; aHa7JhdCLTw-qro; FhY Yata or conixs hr-qro; FhY Yata ac)xHhY Hl tfh coxrih anY icoqh o5 tfHl ContractdHicJxYHb 7xt not JHl HhY to exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yata d goJhctHhJl d tfh (CHl Data“. CONVQUTANT ifaJJ notHl CLTw Hl BrHhb ai ioon ai rhaiona7Jl ShaiHJhd anY Hl anl h; hnt BHHf Hl tBhntl-5oxr foxrid o5 CONVQUTANT’W YHco; hrl or rhaiona7Jl 7hJH5 o5 anl xnaxtforHhY acchii o5 CHl Data ga (Data Grhacf““d or o5 anl HicFhnt a55hctHhb dor qothntHJJl a55hctHhb CHl Data rhJathY to cl 7hr ihcxrHl ga (WicxrHl IncFhnt““dHicJxYHbd7xt not JHl HhY todYhnHJl o5 i hr; Hh attacvdanY iliths oxtabhdHita7HhHl or YhbraYatHn Yxh to cos qxthr s aJBarh or ; Hxi. CONVQUTANT ifaJJ 7hbHl rhs hYatHn Hl s hYHthJl. CONVQUTANT ifaJJ qro; Fh YaHl xqYathi dor s orh 5rh)xhntJl Hrh)xHhY7l CLTwdrhbarYHb 5HhYHbi anYactHni qhr5ors hY7l CONVQUTANT xntHl tfh Data Grhacf or WicxrHl IncFhnt fai 7hhn h55hctHhJl rhioJ; hY to CLTw’W iathH5actHn. CONVQUTANT ifaJJ conYxct an Hl; hitHbatHn o5 tfh Data Grhacf or WicxrHl IncFhnt anY ifaJJ ifarh tfh rhqort o5 tfh Hl; hitHbatHn BHHf CLTw. At CLTw’WioJh YHcrhtHndCLTw anY Hl axtforHhY abhnti ifaJJ fa; h tfh rHft to JhaY or qartHdHath Hl tfh Hl; hitHbatHn. CONVQUTANT ifaJJ cooqhrath 5xJJl BHHf CLTw dHl abhnti anY JaB hn5orchs hnt.
- G. I5 CLTw Hl ix7phct to JH7HhHl 5or anl Data Grhacf or WicxrHl IncFhntd tfhn CONVQUTANT ifaJJ 5xJJl HhYhs nHl anY foJY fars Jhii CLTw anY Yh5hYabaHnt anl rhixJHhb actHni.

#### APTICUE 46

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONVQUTANT ifaJJ cos qJl BHHf tfh CHl Contractorl’ Qih o5 CrHl HhAJ , Hltorl 5or ConiFhration o5 Es qJol s hnt AqqJHactHni OrYHanchdUAAC WictHn ly.48 ht ih).d ai as hnYhY 5ros tHl h to tHl h. Anl ix7contract hnthrhY Hlto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HicJxYh an FhntHhAJ qro; HhHn.

#### APTICUE 40

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBHHf i tanYHb anl ot fhr qro; HhHn o5 tfHl ContractdHicJxYHb anl hnf HhHl

or attacfs hnti HicorqorathYtfhrhHdanYH orYhr 5or CLTw to cos qJl BHF H bo; hrnHb JhbaJ rh)xHhs hntidCLTw ifaJ fa; h no o7JHbatlon to s avh anl qal s hnti to CONWQUTANT xnJhi CLTw ifaJ fa; h 5Ht s aYh an aqgroqrHtlon o5 5xnYi h) xaj to or H hnechi o5 H o7JHbatlon to s avh anl qal s hnti ai qro; HhY H tfH Contract. CONWQUTANT abrhhi tfat anl i hr; Hhi qro; HhY7l CONWQUTANTdqxrcfaihi s aYh 7l CONWQUTANT or hmqhnihi HcxrrhY7l CONWQUTANT H hnechi o5 tfh aqgroqrHtlongi” ifaJ 7h 5rhh anYBHf oxt cf arbh to CLTw anYCLTw ifaJ fa; h no o7JHbatlon to qal 5or tfh i hr; Hhidqxrcfaihi or hmqhnihi. CONWQUTANT ifaJ fa; h no o7JHbatlon to qro; Hh anl i hr; Hhidqro; Hh anl h) xHqs hnt or Hcxr anl hmqhnihi H hnechi o5 tfh aqgroqrHthYas oxntgi” xntH CLTw aqgroqrHthi aYHtlnaJ 5xnYi 5or tfH Contract.

#### APTICUE 48

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

CONWQUTANT ifaJ cos qJl BHF aJ HhntHl tfh5 JaBi HicJxYHb BHF oxt JH HtlnondJaBi rhJathY to: gl” qal s hnt Yh; Hhi j g2” crhYH anY Yh7H carY 5raxYj anY g3” tfh I aH anY Accxrath CrhYH Traniactloni Act g(I ACTA“”d HicJxYHb H rh)xHhs hnt rhJathb to tfh conthnt o5 traniactlon rhchHti qro; HhY to Cxitos hri. CONWQUTANT aJio ifaJ cos qJl BHF aJ rh)xHhs hnti rhJathY to s aHtaHb cos qJlanch BHF eals hnt CarY InYxitrI Data WicxrHl WanYarYi g(eCLDWW”. DxrHb tfh qhr5ors anch o5 anl i hr; Hh to HitaJd grobras or xqYath qal s hnt Yh; Hhi h) xHqhY to conYxct crhYH or Yh7H carY traniactlonid HicJxYHb eCLDWWi hr; Hhid CONWQUTANT ifaJ ; hrH qroqhr trxncaction o5 rhchHti H cos qJlanch BHF I ACTA.

#### APTICUE 49

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJHornH ex7JH Phioxrchi CoYh Wictlon k164 qrofH H a qx7JH abhncI 5ros fHb a qhrion 5or hs qJol s hnt or ai a ; oJxnthhr to qhr5ors i hr; Hhi at anl qarvdqJal broxnYdor cos s xnHl chnthr xi hY5or rherhatlnaJqxrqoihi H a qoiHlon tfat fai ixqhr; Hlorl or YHicHJHarl axtforHl o; hr anl s Hord Htfh qhri on fai 7hhn con; HthYo5chrtah crH hi ai rh5hrhchYH tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh Wictlon k164ga”g2”.

I5 aqJHda7Jhd CONWQUTANT ifaJ cos qJl BHF CaJHornH ex7JH Phioxrchi CoYh Wictlon k164danY ifaJ aYHtlnaJl aYfhrh to aJ rxJhi anY rhbxJatloni tfat fa; h 7hhn aYoqthY or tfat s al 7h aYoqthY 7l CLTw. CONWQUTANT H rh)xHhY to fa; h aJ hs qJol hhid ; oJxnthhri anY W7conixJtanti gHicJxYHb aJ hs qJol hhi anY ; oJxnthhri o5 anl W7conixJtant” o5 CONWQUTANT BorvHb on qrhs Hhi to qaii a 5hbhrqrHt anY 7acvbroxnY cfhev tfroxbf tfh CaJHornH Dhqarts hnt o5

uxit~~th~~ at CONWQUTANT'WioJh hmqhnihd~~th~~Y~~th~~at~~th~~b tfat ixcf ~~th~~Y~~th~~H~~th~~xaJi fa; h nh; hr 7hhn con; ~~th~~thYo5chrta~~th~~ cr~~th~~ hi ai rh~~th~~rhnc~~th~~Y~~th~~tfhehnaJCoYh anYart~~th~~dxJathY~~th~~ CaJ~~th~~horn~~th~~ ex7J~~th~~Phioxrchi CoYh Wict~~th~~on kl64ga''g''d~~th~~tfh ~~th~~Y~~th~~H~~th~~xaJ B~~th~~U fa; h ixqhr; ~~th~~lorl or Y~~th~~cl~~th~~q~~th~~Marl axtfor~~th~~ll o; hr anl s ~~th~~lor.

APTICUE ky

**POSSESSORY INTERESTS TAX**

P~~th~~fti bran~~th~~Y to CONWQUTANT 7l CITw s al crhath a qoi~~th~~hiiorl ~~th~~thrh~~th~~it. CONWQUTANT abr~~th~~hi tfat anl qoi~~th~~hiiorl ~~th~~thrh~~th~~it crhathYs al 7h ix7~~th~~phct to CaJ~~th~~horn~~th~~ Ph; hnxh anYTanat~~th~~on CoYh Wict~~th~~on ly0.6 anYa qroqhr~~th~~tl tam s al 7h Jh; ~~th~~thY on tfat qoi~~th~~hiiorl ~~th~~thrh~~th~~it. l5 aqqJ~~th~~da7J~~th~~hd CONWQUTANT ifaJ~~th~~qal tfh qroqhr~~th~~tl tam CONWQUTANT acvnoB.JhYbhi tfat tfh not~~th~~th rh)x~~th~~thY xnYhr CaJ~~th~~horn~~th~~ Ph; hnxh anY Tanat~~th~~on CoYh Wict~~th~~on ly0.6 fai 7hhn qro; ~~th~~thY.

APTICUE k1

**CONFIDENTIALITY**

AJ~~th~~Yocxs hntid~~th~~h~~th~~sors at~~th~~on anYs athr~~th~~h~~th~~Ji qro; ~~th~~thYto CONWQUTANT 7l CITw or Yh; hJoqhY 7l CONWQUTANT qxr~~th~~ixant to tf~~th~~h Contract goJ~~th~~hct~~th~~h~~th~~Jl (Con~~th~~S~~th~~Yhnt~~th~~h~~th~~J In~~th~~sors at~~th~~on""arh con~~th~~S~~th~~Yhnt~~th~~h~~th~~J. CONWQUTANT ifaJ~~th~~ not qro; ~~th~~th or Y~~th~~cl~~th~~Joi h anl Con~~th~~S~~th~~Yhnt~~th~~h~~th~~J In~~th~~sors at~~th~~on or tf~~th~~h~~th~~ cont~~th~~hnti or anl ~~th~~h~~th~~sors at~~th~~on tf~~th~~hrh~~th~~id h~~th~~ff hr oraJ~~th~~l or ~~th~~h Br~~th~~th~~th~~bd to anl qhrion or hnt~~th~~h~~th~~ dhnc~~th~~hqt ai axtfor~~th~~h~~th~~Y7l CITw or ai rh)x~~th~~thY7l JaB. CONWQUTANT ifaJ~~th~~ ~~th~~h s hY~~th~~h~~th~~h~~th~~Jl not~~th~~h~~th~~ CITw o5 anl at~~th~~hs qt 7l a tf~~th~~h~~th~~Y qartl to o7ta~~th~~h acchii to anl Con~~th~~S~~th~~Yhnt~~th~~h~~th~~J In~~th~~sors at~~th~~on. Tf~~th~~h~~th~~ qro; ~~th~~th~~th~~on B~~th~~U ixr; ~~th~~th hmq~~th~~h~~th~~at~~th~~on or thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~h~~th~~ Contract.

APTICUE k2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJ~~th~~hi ot~~th~~hrB~~th~~h~~th~~ h~~th~~ms qt ~~th~~h accorYanch B~~th~~h~~th~~ tfh qro; ~~th~~th~~th~~ni o5 tf~~th~~h~~th~~ OrY~~th~~hanchd tf~~th~~h~~th~~ Contract ~~th~~h ix7~~th~~phct to tfh D~~th~~h~~th~~cl~~th~~Joi xrh o5 GorYhr F aJ~~th~~l Contract~~th~~h~~th~~ OrY~~th~~hanchd Wict~~th~~on ly.ky o5 tfh Uoi Anbh~~th~~Jhi AYs ~~th~~h~~th~~tr~~th~~at~~th~~h~~th~~ CoYhdai s al 7h as hnYhY5ros t~~th~~h h to t~~th~~h h. CONWQUTANT chr~~th~~t~~th~~h~~th~~tfat ~~th~~h~~th~~ fai cos qJ~~th~~h~~th~~YB~~th~~h~~th~~ tfh aqqJ~~th~~da7J~~th~~h qro; ~~th~~th~~th~~ni o5tf~~th~~h~~th~~ OrY~~th~~hanch. I a~~th~~h~~th~~xrh to 5xJ~~th~~l anYaccx~~th~~rathJ~~th~~ cos qJ~~th~~h~~th~~th tfh a55~~th~~Y~~th~~a; ~~th~~h~~th~~s al rhix~~th~~Jt ~~th~~h~~th~~ thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~h~~th~~ Contract.

APTICUE k3

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Es qJol hhi o5 ConixJ~~th~~tant anYor qhrioni Borv~~th~~h~~th~~ on ~~th~~h 7hfaj5d~~th~~h~~th~~cJxY~~th~~h~~th~~bd 7xt not J~~th~~h~~th~~ ~~th~~thY todix7conixJ~~th~~tanti goJ~~th~~hct~~th~~h~~th~~Jl d(Contractor ehri~~th~~onnh~~th~~J""d Bf~~th~~h~~th~~ qhr5ors ~~th~~h~~th~~ i hr; ~~th~~thi xnYhr tf~~th~~h~~th~~ Contract anYqr~~th~~lor to ~~th~~h~~th~~th~~th~~act~~th~~h~~th~~ ~~th~~h~~th~~ qhrion B~~th~~h~~th~~ C~~th~~h~~th~~ hs qJol hhid contractorid; oJxn~~th~~th~~th~~hrid or s hs 7hri o5tf~~th~~h~~th~~



qx7JH goJhctHhJl d(In-ehri on Wrr; Ichi ""s xit 7h 5xJl ; accHathYabaHt  
tfh no; hJ corona; Hxi 2y19 g COS ID-19"" (I xJl ; accHathY" s hani tfat  
14 or s orh Yal i fa; h qaiihYiHch Contractor ehri onnhJ fa; h rhchHhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 ; accHh i hrHh gMoYhrna or e5hr-  
GHNTchf" or a iHbJh Yoih o5 a onh-Yoih COS ID-19 ; accHh guofnion &  
uofnion/uaniihn" anY aJ 7ooithr Yoih rhcos s hnYhY 7l tfh Chnthri 5or  
DHhaih ControJanYerh; hntHn. erlor to aiiHnHb Contractor ehri onnhJ to  
qhr5ors In-ehri on Wrr; Ichi d ConixJtant ifaJ o7taH qroo5 tfat ixcf  
Contractor ehri onnhJ fa; h 7hhn 5xJl ; accHathY. ConixJtant ifaJ rhtaH  
ixcf qroo5 5or tfh Yocxs hnt rthntHn qhrH Y iht 5ortf H tfH Contract.  
ConixJtant ifaJ brant s hYdaJ or rhJHbHxi hnhs qtlHni g(Enhs qtlHni "" to  
Contractor ehri onnhJ ai rh)xHhY 7l JaB. I5 ConixJtant BHfhi to aiiHn  
Contractor ehri onnhJ BHf Enhs qtlHni to qhr5ors In-ehri on Wrr; Ichi d  
ConixJtant ifaJ rh)xHh ixcf Contractor ehri onnhJ to xnYhrbo BhhvJl  
COS ID-19 thitHbdBHf tfh 5xJl coit o5 thitHb to 7h 7ornh 7l ConixJtant.  
I5 Contractor ehri onnhJ thit qoiHhJhdtfhl ifaJ not 7h aiiHnhYto qhr5ors  
In-ehri on Wrr; Ichi ordto tfh hntHnt tfhl fa; h aJraYl 7hhn qhr5ors Hb In-  
ehri on Wrr; Ichi difaJ 7h H s hYathJl rhs o; hY 5ros tfoih aiiHns hnti.  
I xrtfhrs orhd ConixJtant ifaJ H s hYathJl notH CH H Contractor  
ehri onnhJ qhr5ors Hb In-ehri on Wrr; Ichi gl" fa; h thithY qoiHhJh 5or or  
fa; h 7hhn YHbnoihYBHf COS ID-19dg2" fa; h 7hhn H5ors hY7l a s hYdaJ  
qro5hi iHnaJ tfat tfhl arh JHhJl to fa; h COS ID-19dor g3"s hht tfh crHhrHd  
5or HoJatHn xnYhr aqqJda7Jh bo; hrns hnt orYhri.

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Yal anYl har BrHh 7hJoB.

**ARUP**

**By: Tony Kirby, P.E.**

**Title: Principal/Infrastructure Practice Leader**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

, OUCOTT, CH

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEUN. I EQEP dC Attornhl

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

AT, INS



AMENDMENT NO. 1 TO CONTRACT NO. C-129645 FOR PRE-QUALIFIED ON-CALL  
WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE  
CITY OF LOS ANGELES AND AT&T, INC.

This Amendment to the Contract executed on July 12, 2016 between the City of  
Los Angeles (hereinafter referred to as "CITY") and AT&T (hereinafter referred to as  
"CONSULTANT")

WITNESSETH

WHEREAS the CITY issued a Request for Qualification (RFQ) on September 29, 2016 for  
; review and selection of a firm to provide wastewater and  
stormwater related ; review and CONSULTANT engaged a representative of the firm to  
represent and

WHEREAS the CONSULTANT demonstrated its qualifications to ; review and select the  
firm to provide the CITY staff engaged on the project on the basis of the RFQ and

WHEREAS the CITY awarded Contract No. C-129645 to CONSULTANT  
the terms of which were set forth in the RFQ and

WHEREAS the CONSULTANT is currently ; review and select the firm to provide  
wastewater and  
stormwater related ; review and select the firm to provide  
the ; review and select the firm to provide  
the ; review and select the firm to provide

WHEREAS the CITY and CONSULTANT have agreed to extend the term of the Contract  
to : add to the term of the Contract to : add to the term of the Contract

WHEREAS the CITY is the ; review and select the firm to provide  
referred to as "BUREAU" of the ; review and select the firm to provide  
; review and select the firm to provide

NOW, WHEREFORE, in consideration of the foregoing and of the benefits which may  
accrue to the ; review and select the firm to provide  
C-129645 and the ; review and select the firm to provide

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 shall be amended to read as follows

On certain projects, the ; review and select the firm to provide  
consultant to ; review and select the firm to provide ; review and select the firm to provide

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## ARTICLE 5

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

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#### **5.5 Retentson of RecordnHAJ dst and Re; ortm**

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## ARTICLE 4

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Artscye 4 snhereg0 ax ended sn stmfsmnt ; ara( ra; h to read am  
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 nsx syar terx mare JnedHhe0 nmayrefer to the ENGINEER. The ENGINEER  
 x a0 dens( nate an ammsntant to act sn hsmntead.

ARTICLE :

**TERM OF CONTRACT**

Article : Whereafter ax ended in statements to read as follows

Unless otherwise provided; the term of this Contract may be (in on the date of filing execution of this Contract and may be; set in 17 0earm. Unless otherwise stated and; provided Under Article 14 or extended go ax endx ent to this Contract.

The date of filing execution is defined as the date when any of the following (events) have occurred/

“a” This Contract has been entered into on behalf of CONSULTANT go the ; or on or ; or may be referred to as CONSULTANT heretok

“g” This Contract has been a ; ; or ed go the City Council and/or go the Board of Officers or ex ; or may be referred to (as) ; ; or ayk

“c” The Office of the City Attorney has indicated in writing (as) ; ; or ay of this Contract as to forx kand

“d” This Contract has been entered into on behalf of the CITY go the ; or on demand (as) go the City Council or go the Board of Officers or ex ; or may be referred to enter into this Contract.

ARTICLE 6

**SUBCONSULTANT APPROVAL**

No Change

ARTICLE b

**COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE K

**SUCCESSORS AND ASSIGNS**

Article K Whereafter ax ended in statements to read as follows

Any of the terms and conditions hereof may be subject to the benefit of and be given (in) on the ; or as hereto and their respective interests and (as) ; or provided However, it is that no assignment of the Contract may be made without the written consent of the ; or as to this Contract and is set Under **Article 35**.

ARTICLE 9

**CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**



Artscye 9 smhereg0 ax ended sn stmentsret0 to read am  
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To CONSULTANT/

Contact Pernon/

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ARTICLE 17

**STANDARD PROVISIONS FOR CITY PERSONAL  
SERVICES CONTRACTS**

Intentsonayy0 yeft gyap

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentsonayy0 yeft gyap

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ARTICLE 12

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

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## ARTICLE 15

### **KEY CONSULTANT PERSONNEL**

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## ARTICLE 14

### **TERMINATION**

#### **A. Terx snatson for Con' ensence**

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## B. Terx snatson for Breach of Contract

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2. If the defaJyt Jnder thsmContract smdJe to CONSULTANTzS fasyJre to x asntasn the snndrance rejJsred Jnder thsm ContractHCONSULTANT nhay sx x edsatey0/ "1q nlm end ; erforx ance of an0 ner' scemJnder thsmContract for whsch snndrance wamrejJsredk and "2q notsf0 stmex ; yo0eemand SJgconndyantnm of the yonm of snndrance co'era(e and Conndyantzmogys(atson to nlm end ; erforx ance of ner' scem CONSULTANT nhay not recox x ence ; erforx ance Jntsy CONSULTANT smfJy0 snndred and sn cox ; ysance wsth CITYzS rejJsrex entm
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g. If CONSULTANT or a , e0 Pernon sm con' scted ofH; yeadmnoyo contendere toHor forfestm gasyor fasynto a; ; ear sn coJrt for a hearsn( reayed toH an Act of MorayTJr; stJdeHCITY x a0 sx x edsatey0 terx snate thsmContract.

c. If CONSULTANT or a , e0 Pernon sm char(ed wsth or sndscted for an Act of Moray TJr; stJdeHCITY x a0 terx snate thsmContract after ; ro' sdsn( CONSULTANT an o; ; ortJnst0 to ; renent e' sdence of CONSULTANTzS agsyst0 to ; erforx Jnder the terx mof thsmContract.

d. Actmof MorayTJr; stJde sn cyJ deHgJt are not ysx sted to/ 'soyent feyonsemamdefnsed g0 Penay Code Sectson 66b.: H crsx em sn' oy' sn( wea; onnHcrsx emrenlytsn( sn nersoJmgodsy0 snvr0 or deathHnersoJmfeyonsemamdefnsed g0 Penay Code Sectson 1192.bHand thone crsx emreferenced sn the Penay Code and artscJyated sn Caysfornsa PJgysc RenoJrcemCode Sectson : 164"aq'2qk sn addstson to and sn cyJ dsn( actmof x JrderHra; eHneJ ay annaJytH rogger0Hpsdna; ; sn( HhJx an traffscpsn( H; sx ; sn( H 'oyJntar0 x annaJ( hterHa( ( ra' ated annaJytHannaJyt on a ; eace offscerHx a0hex HfraJdHdox entsc agJneH eydery0 agJneHand chsyd agJneHe( ardyenmof whether nIch actmare ; JnsnHagye g0 feyon0 or x snlex eanor con' sctson.

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INTERIM OF CONSULTANT.

6. In the event CITY terminates this Contract and/or is dissolved, reorganized, merged, sold, or otherwise disposed of, the City shall assign to the Consultant all of its rights and obligations under this Contract, and the Consultant shall be bound by the terms and conditions of this Contract as if it were a party thereto. The Consultant shall be responsible for the payment of all taxes and fees incurred in connection with the performance of its obligations under this Contract.

b. If After notce of terx snatson of thsmContract Jnder the ; ro' snsmof thsmnactsonHt smdeterx sned for an0 reanon that CONSULTANT wamnot sn defaJyt Jnder the ; ro' snsmof thsmnactsonHor that the defaJyt wameucJnagye Jnder the terx mof thsmContractHthe rs( htm and ogy( atsonmof the ; artsemrhayge the max e amsf the notce of terx snatson had geen smdled ; Jrndant to Artscye 14 Terx snatson for Con'ensence.

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C. In the event that thsmContract smterx snatedHCONSULTANT nmay  
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## ARTICLE 1:

## AMENDMENTS, CHANGES OR MODIFICATIONS

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## ARTICLE 16

## INDEMNIFICATION AND INSURANCE

## 16.1 Index nsfscatson

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## 16.2 Innfrance

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## ARTICLE 1b

## INDEPENDENT CONTRACTORS

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## ARTICLE 1K

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

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indemnify and hold the City harmless; and for so long as the Work Product remains the property of the City, the Consultant shall indemnify and hold the City harmless under the Contract. Regardless of any allocation of the burden of proof, the Consultant shall be responsible for the defense, costs and expenses of the City under the Contract and the laws of the State of California and the City. The Consultant shall be responsible for the defense, costs and expenses of the Work Product.

19.5.2 In the defense of the City, the Consultant shall be responsible for the defense, costs and expenses of the City under the Contract and the laws of the State of California and the City. The Consultant shall be responsible for the defense, costs and expenses of the Work Product.

19.5.5 Where the Work Product remains the property of the Consultant, the Consultant shall be responsible for the defense, costs and expenses of the City under the Contract and the laws of the State of California and the City. The Consultant shall be responsible for the defense, costs and expenses of the Work Product.

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Each of the above shall be subject to the City's right to terminate the Consultant's employment at any time without cause, and the City shall not be liable for any damages or costs incurred by the Consultant as a result of the termination of the Consultant's employment.

## ARTICLE 27

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise specified, the Consultant shall be subject to the City's policies and procedures regarding non-discrimination in employment. The Consultant shall be responsible for the defense, costs and expenses of the City under the Contract and the laws of the State of California and the City. The Consultant shall be responsible for the defense, costs and expenses of the Work Product.

A. CONSULTANT may not disclose any information of the State of California and the City of Los Angeles. In the event that the CONSULTANT discloses any information of the State of California and the City of Los Angeles, the CONSULTANT shall be liable for any damages, including reasonable attorneys' fees, incurred by the State of California and the City of Los Angeles. The CONSULTANT shall not be permitted to use any confidential information of the State of California and the City of Los Angeles for any purpose other than the performance of the CONSULTANT's duties.

B. The provisions of Section 17.2.1 of the LAACH the EJC are hereby incorporated by reference into the ;ro'ssonm of Section 17.2.1 "f are sncor; orated and x ade a ; art of thsmContract g0 reference.

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## ARTICLE 22

### **EXCUSABLE DELAYS**

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## ARTICLE 25

### **SEVERABILITY**



Should any portion of this Contract be determined to be void or unenforceable, which may be severed from the whole and the Contract may continue in effect.

#### ARTICLE 24

#### **DISPUTES**

Should a dispute or controversy arise concerning (or) any of this Contract or the enforcement of work hereunder, the arbitrator shall refer the matter to a court of competent jurisdiction.

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract contains the entire agreement between the parties and shall supersede all other agreements, oral or written, made by the parties prior to the execution hereof. This Contract may be amended or modified only by a written agreement signed by both parties.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party agrees to submit any dispute arising out of or in connection with this Contract to the arbitration of the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be held in the County of Los Angeles, California. The arbitration shall be conducted in English. The arbitration shall be confidential. The arbitration shall be binding and final. The arbitration shall be the exclusive remedy for the resolution of any dispute arising out of or in connection with this Contract.

In an action arising out of or in connection with this Contract, the CONSULTANT agrees to submit to the jurisdiction of the courts of the State of California and to the venue of the County of Los Angeles.

If any provision of this Contract is held to be void or unenforceable, the remainder of the Contract shall not be affected. The CONSULTANT agrees to indemnify and hold the City of Los Angeles harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the City of Los Angeles in connection with the enforcement of this Contract.

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If any CONSULTANT is required to obtain a Current Los Angeles City Business Tax Registration Certificate, the CONSULTANT agrees to obtain and maintain such certificate in accordance with the requirements of the City of Los Angeles.

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## ARTICLE 2K

### **BONDS**

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## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

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Contractor shall give notice to the City of the termination of the contract where such default may continue for more than ninety (90) days after notice of such default to the CITY.

CONSULTANT certifies that to the best of its knowledge and belief, the information provided in the contract is true and correct; and the Consultant is not aware of any facts or circumstances which might constitute a conflict of interest. The Consultant shall not be held responsible for any errors or omissions in the contract or for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.

## ARTICLE 57

### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance (LAAC Section 17.5b et seq.) and shall not be held responsible for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.

## ARTICLE 51

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance (LAAC Section 17.56 et seq.) and shall not be held responsible for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.

## ARTICLE 52

### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. Section 7901 et seq.) and shall not be held responsible for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.
- B. CONSULTANT shall not discriminate on the basis of race, gender, or ethnicity in the hiring, promotion, or termination of any employee. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.
- C. CONSULTANT shall not discriminate on the basis of race, gender, or ethnicity in the hiring, promotion, or termination of any employee. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract. The Consultant shall not be held responsible for any damages or losses resulting from the use of the contract.

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Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles. The Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles.

#### ARTICLE 5b

#### **BEST TERMS**

The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles. The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles.

#### ARTICLE 5K

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles. The Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles.

#### ARTICLE 59

#### **BREACH**

The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles. The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles.

#### ARTICLE 47

#### **SLAVERY DISCLOSURE ORDINANCE**

Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles. The Contractor shall be deemed to have accepted the terms and conditions of the City of Los Angeles and the County of Los Angeles when the Contractor enters into a contract with the City of Los Angeles and the County of Los Angeles.

#### ARTICLE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles. The City of Los Angeles and the County of Los Angeles shall offer the City of Los Angeles and the County of Los Angeles the best terms and conditions for the City of Los Angeles and the County of Los Angeles.

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## ARTICLE 42

### **FIRST SOURCE HIRING ORDINANCE**

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## ARTICLE 45

### **IRAN CONTRACTING ACT**

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## ARTICLE 44

### **SUSPENSION**

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#### ARTICLE 4:

#### **DATA PROTECTION**

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#### ARTICLE 46

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

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#### ARTICLE 4b

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

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#### ARTICLE 4K

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

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#### ARTICLE 49

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

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It is the intent of the City of San Jose that the City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities. The City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities.

## ARTICLE : 7

### **POSSESSORY INTERESTS TAX**

It is the intent of the City of San Jose that the City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities. The City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities.

## ARTICLE : 1

### **CONFIDENTIALITY**

It is the intent of the City of San Jose that the City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities. The City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities.

## ARTICLE : 2

### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

It is the intent of the City of San Jose that the City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities. The City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities.

## ARTICLE : 5

### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

It is the intent of the City of San Jose that the City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities. The City shall not be held liable for any damages or losses incurred by the City or its employees or contractors as a result of the City's failure to maintain accurate records of the City's assets and liabilities.

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**ATKINS**

**By: Maria Alvarez, P.E.**

**Title: Vice President / Senior Project Director**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

i OLLY L. WOLCOTT, Cst0 Cyp

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICi AEL N. FEUERHCst0 Attorne0

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129641

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW BRIDGE

Contract

with the

and

GUARDRAIL, SEATTLE COOPERATION



AMENDMENT NO. 1 TO CONTRACT NO. C-129641 I O P e P E - R Q A U I I E D O N - C A U U  
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## A P T I C U E 1

## DEFINITIONS

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## A P T I C U E 2

## PROJECT DESCRIPTION

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ARTICLE :

**TERM OF CONTRACT**

Article : The following ax hereby is submitted to the Amended

Contract of the 17th day of May 2017, between the undersigned, on the one hand, and the undersigned, on the other hand, in accordance with the terms of the Contract.

The undersigned, on the one hand, and the undersigned, on the other hand, have agreed to the following terms of the Contract:

“a. The undersigned, on the one hand, and the undersigned, on the other hand, have agreed to the following terms of the Contract:

“g. The undersigned, on the one hand, and the undersigned, on the other hand, have agreed to the following terms of the Contract:

“c. The undersigned, on the one hand, and the undersigned, on the other hand, have agreed to the following terms of the Contract:

“y. The undersigned, on the one hand, and the undersigned, on the other hand, have agreed to the following terms of the Contract:

ARTICLE 6

**SUBCONSULTANT APPROVAL**

No Change

ARTICLE b

**COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE '

**SUCCESSORS AND ASSIGNS**

Article ' The following ax hereby is submitted to the Amended

Contract of the 17th day of May 2017, between the undersigned, on the one hand, and the undersigned, on the other hand, in accordance with the terms of the Contract.

ARTICLE 9

**CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

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## APTICUE 17

### **STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

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## APTICUE 11

### **ORDER OF PRECEDENCE**

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## APTICUE 12

### **SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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## APTICUE 18

## **KEY CONSULTANT PERSONNEL**

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18.8 CONWQUTANT a( rhmntf at j hrnonnhy anms( nhY to tfhnh j onstsonmat tfh cox x hnchx hnt o5 nhr' schm JnYhr tf smContract nfay nhr' h sn tfhnh j onstsonm am yon( am rh; JshY g0 tfh CLTwi anY CONWQUTANT nfay not cf an( h j hrnonnhy anms( nhY to tfhnh j onstsonm BstfoJt tfh connhnt anY aj j ro' ay o5 tfh ENVINEEP i j ro' sYhY ncf connhnt nfay not gh Jnrhanonagy0 Bstf fhyY.

## APTICUE 14

## **TERMINATION**

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hntstyY toi nfiay ghcox h CLTw j roj hrt0 Jj on tfh Yath o5 tfh thrx snatson. CONWQUTANT a(rhlm to huhcJth an0 YocJx hntm nhchmar0 5or CLTw to j hr5cti x hx orsays3hi or rhcorY CLTwzW oBnhnrf sj o5rs( ftmj ro' sYhYfhrhsn.

G. Thrx snatson 5or Grhacf o5Contract

1. Euchj t amj ro' sYhYsn Artscyh 22i s5CONWQUTANT 5asynto j hr5orx an0 o5tfh j ro' snsonmo5tf smContract or no 5asynto x aph j ro(rhnmamto hnYan( hr tsx hy0 j hr5orx anch o5 tf sm Contracti CLTw x a0 ( s' h CONWQUTANT Brsthn notsch o5 tfh Yh5aJyt. CLTwzWYh5aJyt notsch BsyysnYscath Bfhtfhr tfh Yh5aJyt x a0 gh cJrhYanYtfh tsx h j hrsoYto cJrh tfh Yh5aJyt to tfh noyh natsnfactson o5 CLTw. AYYtsonay0i CLTwzW Yh5aJyt notsch x a0 o55hr CONWQUTANT an oj j ortJnst0 to j ro' sYh CLTw Bstf a j yan to cJrh tfh Yh5aJyti Bfscf nfiaygh nlgx stthYto CLTw Bstf sn tfh tsx h j hrsoYayobhYg0 CLTw. At CLTwzW noyh Ysnrhtsoni CLTw x a0 acchj t or rhvhet CONWQUTANTzWj yan. I5tfh Yh5aJyt cannot gh cJrhYor s5 CONWQUTANT 5asynto cJrh Bstf sn tfh j hrsoYayobhYg0 CLTwi tfhn CLTw x a0 thrx snath tf sm Contract YJh to CONWQUTANTzWgrhacf o5tf smContract.
2. I5tfh Yh5aJyt JnYhr tf smContract smYJh to CONWQUTANTzW 5asyJrh to x asntasn tfh snndranch rh; JsrhY JnYhr tf sm Contracti CONWQUTANT nfiay sx x hYsathy0/ "1q nlnj hnY j hr5orx anch o5 an0 nhr' schmJnYhr tf smContract 5or Bfscf snndranch Bamrh; JsrhYk anY "2q nots50 stmhx j yo0hhmanY Wgconndytantm o5 tfh yonm o5 snndranch co' hra(h anY Conndytantzmogys( atson to nlnj hnYj hr5orx anch o5 nhr' schm CONWQUTANT nfiay not rhcox x hnch j hr5orx anch Jntsy CONWQUTANT sn5Jyy0 snndrhY anY sn cox j ysanch Bstf CLTwzWrh; Jsrhx hntm
8. I5 a 5hYhray or ntath j rochhYsn( 5or rhysh5 o5 Yhgtorm sm JnYhrtaphn g0 or a(asnnt CONWQUTANTi or s5 CONWQUTANT x aphman amms( nx hnt 5or tfh ghnh5t o5 crhYstormi tfhn CLTw x a0 sx x hYsathy0 thrx snath tf sm Contract.
4. I5CONWQUTANT hn( a( hmsn an0 Ysnfonhnt conYJct rhyathY to tfh j hr5orx anch or aYx snsnratson o5 tf smContract or 'soyathmCLTwzWyaBni rh(Jyatsonm or j oyeshmryatsn( to yogg0sn(i tfhn CLTw x a0 sx x hYsathy0 thrx snath tf sm Contract.

: . Actmo5 Moray TJrj stJ Yh

a. CONWQUTANT nfiay sx x hYsathy0 nots50 CLTw s5  
CONWQUTANT or an0 d h0 e hrn0ni am Yh5snhY  
ghyoBi smcfar(hY Bstfi snYsethY 5ori con' sethY o5i  
j yhaYmnoyo conthnYhrh toi or 5or5hstmgasyor 5asynto  
aj j har sn coJrt 5or a fharsn( rhyathYtoi an0 act Bf scf  
conntstJthm an o55hnnh sn' oy' sn( x oray tJrj stJ Yh  
JnYhr 5hYhray mathi or yocay yaBm“Act o5 Moray  
TJrj stJ Yh)q

g. I5CONWQUTANT or a d h0 e hrn0n sm  
con' sethY o5i j yhaYmnoyo conthnYhrh toi or 5or5hstmgasyor 5asynto  
aj j har sn coJrt 5or a fharsn( rhyathYtoi an Act o5 Moray TJrj stJ Yhi CLTw x a0 sx x hYsathy0  
thrx snath tf smContract.

c. I5CONWQUTANT or a d h0 e hrn0n sm  
cfar(hY Bstf or snYsethY 5or an Act o5 Moray TJrj stJ Yhi CLTw x a0 thrx snath tf smContract a5thr  
j ro' sYsn( CONWQUTANT an oj j ortJnst0 to j rhnht  
h' sYhnh o5 CONWQUTANTzWagsyst0 to j hr5orx  
JnYhr tf h thrx mo5 tf smContract.

Y. Actmo5 Moray TJrj stJ Yh snCYJ Yhi gJt  
arh not ysx sthY to/ ' soyhnt 5hyonshmam Yh5snhY g0  
ehnay CoYh Wictson 66b.: i crsx hm sn' oy' sn(  
Bhaj onm crsx hmrhndytn( sn nhrsoJmgoYsy0 snv r0 or  
Yhatfi nhrsoJm 5hyonshmam Yh5snhY g0 ehnay CoYh  
Wictson 1192.bi anY tforh crsx hmrh5hrhnhY sn tf h  
ehnay CoYh anY artscJyathY sn Cays5ornsa eJgysc  
PhnoJrchmCoYh Wictson : 164“aq2qk sn aYYstson to  
anY snCYJ Ysn( actmo5 x JrYhri raj hi nhUJay annaJyti  
rogghr0i psYnaj j sn(i fJx an tra55scpsn(i j sx j sn(i  
' oylntar0 x annaJ( fthri a( ( ra' athY annaJyti annaJyt  
on a j hach o55schri x a0fhx i 5raJ Yi Yox hntsc agJ nhi  
hyYhry0 agJ nhi anYcf syYagJ nhi rh( arYyhnm05 Bfhtf hr  
nlf actmarh j Jnsnfagyh g0 5hyon0 or x snYhx hanor  
con' setson.

h. I or tf h j Jrj onhmo5 tf smj ro' snsoni a  
d h0 e hrn0n sm a j rsncsj ayi o55schri or hx j yo0hh  
anns( nhY to tf sm Contracti or oBnhr “Ysrhcty0 or  
snYsrhcty0i tf roJ( f onh or x orh snthrx hYsarshnqo5thn  
j hrechnt or x orh o5 tf h 'otsn( j oBhr or h; Jst0  
snthrhnm05 CONWQUTANT.

6. In tfh h' hnt CLTw thrx snathm tf sm Contract am j ro' sYhYsn tf smhctsoni CLTw x a0 j rocJrhi Jj on nclcf thrx m anYsn tfh x annhr amCLTw x a0 Yhhx aj j roj rsathi nhr' schm nsx syar sn noj h anY yh' hy o5 h55ort to tf onh no thrx snathYi anY CONWQUTANT nfayy gh ysagyh to CLTw 5or ayy o5 stm contmanY Yax a( hni snclY Ysn( i gJt not ysx sthYtoi an0 huchnm contm5or nclcf nhr' schm

b. L5i a5thr notsch o5 thrx snatson o5 tf smContract JnYhr tfh j ro' ssonmo5 tf smhctsoni st smYhthrx snhY5or an0 rhanon tf at CONWQUTANT Bamnot sn Yh5aJyt JnYhr tfh j ro' ssonm o5 tf smhctsoni or tf at tfh Yh5aJyt BamhucJnagyh JnYhr tfh thrx mo5 tf smContracti tfh rs( f tmanY ogys( atsonmo5 tfh j artshmnfayy gh tfh nax h ams5 tfh notsch o5 thrx snatson faY ghhn smdhY j Jrdant to Artscyh 14 Thrx snatson 5or Con' hnshnch.

' . Tfh rs( f tmanY rhx hYshmo5 CLTw j ro' sYhY sn tf sm hctson nfayy not gh hucyJ ns' h anYarh sn aYYstson to an0 otfhr rs( f tmanY rhx hYshnj ro' sYhYg0 yaB or JnYhr tf smContract.

C. In tfh h' hnt tf at tf smContract smthrx snathYi CONWQUTANT nfayy sx x hYsathy0 nots50 ayy hx j yo0hhmanY Wgconndytantni anY nfayy nots50 sn Brstsn( ayyotfhr j artshmncontracthYBstf JnYhr tfh thrx mo5 tf smContract Bstf sn 5s' h Borpsn( Ya0mo5 tfh thrx snatson.

## APTICUE 1:

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Ax hnYx hntni cf an( hmo x oY55catsonmto tfh thrx mo5 tf smContract x a0 gh x aYh at an0 tsx h g0 x JtJayBrstthn a( rhhx hnt ghtBhhn tfh j artshmfhrhto anYnfayygh ns( nhYg0 tfh j hrnonmJ tf ors3hYto gsnYtfh j artshmtfhrhto anY aj j ro' hYj Jrdant to tfh j ro' ssonmo5 **Article 5.**

## APTICUE 16

## **INDEMNIFICATION AND INSURANCE**

### **16.1 InYhx ns5catson**

Euchj t 5or tfh acts' h nh( ys( hnh or Bsy5Jyx snonYJct o5 tfh CLTw i or an0 o5 stm GoarYni o55schrm a( hntni hx j yo0hhni anms( nni anY nclchnmorm sn snthrhnti CONWQUTANT JnYhrtaphmanY a( rhhmto Yh5hnYi snYhx ns50 anY foyYfarx yhmmtf CLTw anY an0 o5 stmGoarYni o55schrm a( hntni hx j yo0hhni anms( nmanY nclchnmormsn snthrhnti 5rox anY a( asnti ayyndstmanY caJnhmo5 actsoni cyax ni yonnhni Yhx anYmanYhuj hnnhni snclY Ysn( gJt not ysx sthYtoi attornh0YnShhm“gotf sn-f oJnh anY oJtnsYh coJnnhmq anY cont o5 yst( atson “snclY Ysn( ayyactJ ayyst( atson contm5ncJrrhYg0 tfh CLTw i snclY Ysn( gJt not



ysx sthY toi conmo5 huj hrtmanY conndyantnoq Yax a(hmor ysagsyst0 o5 an0 natJrh Bfatnoh'hri 5or Yhatf or snJr0 to an0 j hrmoni snCY Ysn( CONWQUTANTW/hx j yo0hhmanY a( hntni or Yax a( h or YhnrJctson o5 an0 j roj hrt0 o5 hstfhr j art0 fhrhto or o5 tf srYj artshni arsn( sn an0 x annhr g0 rhanon o5 tf h nh( ys( hnt actni hrrorm ox smsonmor Bsy5J yx snonYJct snesYhnt to tf h j hr5orx anch o5 tf smContract g0 CONWQUTANT or stnd gconndyantm o5 an0 tsht. Ps( ftmanYrhx hYshma' asyagh to tf h CLTw JnYhr tf snj ro' snson arh cJx Jyats' h o5 tf onh j ro' sYhY 5or hynhBfhrh sn tf smContract anY tf onh ayoBhYJnYhr tf h yaBmo5 tf h QnsthY Wathni tf h Wath o5 Cays5ornsai anY tf h CLTw. Tf h j ro' snsonmo5 Artscyh 16 nfiayndr' s' h huj sratson or thrx snatson o5 tf smContract.

## 16.2 Indranch

DJrsn( tf h thrx o5 tf smContract anY Bstf oJt ysx stsn( CONWQUTANTzW snYhx ns5scatson o5 tf h CLTw CONWQUTANT nfiayj ro' sYh anYx asntasn at stmoBn huj hnnhi a j ro( rax o5 snndranch fa' sn( tf h co' hra( h anYysx stm cJntox arsy0 carrshY anYactJayy0 arran( hYg0 CONWQUTANTi gJt not yhrm tf an tf h ax oJntmanYt0j hmysthY on tf h Ph; JsrhY Indranch anYMsnsx Jx Usx stndf hnt 'I orx Vhn 146 sn Eufsgst D fhrhtoq co' hrsn( stmoj hratsonm fhrhJnYhr. Wcf snndranch nfiaycon5orx to CLTw rh; Jsrhx hntmhtagysnf hY g0 Cfarthri orYsnanch or joysc0i nfiay cox j y0 Bstf tf h Indranch ContractJayPh; Jsrhx hntni I orx Vhnhray188 sn Eufsgst D fhrhtoq anYnfiay otf hrBsnh gh sn a 5orx acchj tagyh to tf h O55sch o5 tf h Cst0 AYx snstrats' h O55schri Psnp Mana( hx hnt. CONWQUTANT nfiay cox j y0 Bstf ayy Indranch ContractJayPh; Jsrhx hntmfi oBn on Eufsgst D fhrhto. Eufsgst D smfhrhg0 sncoj orathYg0 rh5hrhnh anYx aYh a j art o5 tf smContract.

## ARTICLE 16

## INDEPENDENT CONTRACTORS

CONWQUTANT smactsn( fhrhJnYhr aman snYhj hnYhnt conndyant anYnot aman a( hnt or hx j yo0hh o5 tf h CLTw. CONWQUTANT nfiaynot rhj rhnt or otf hrBsnh foyY oJt stnhy5 or an0 o5 stmYsrhctorn o55schrnj artnhrni hx j yo0hhni or a( hntmto gh an a( hnt or hx j yo0hh o5 tf h CLTw.

## ARTICLE 17

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

17.1 CONWQUTANT Barrantm tfat tf h Borp fhrhJnYhr nfiay gh cox j ythY sn a x annhr conndyant Bstf j ro5hmsonay ntnanYarYm j ractschY ax on( tf onh 5srx mBstf sn CONWQUTANTWj ro5hmsoni Yosn( tf h nax h or nsx syar Borp JnYhr tf h nax h or nsx syar csrJx ntanchm

17.2 CONWQUTANT nfiay gh rhnj onmsgh 5or tf h j ro5hmsonay; Jayst0i thef nscayaccJrac0i tsx hy0 cox j ythsoni anYtf h coorYsnatson o5 ayy Yhrs( nni YraBsn( ni nj hcs5catsonni rhj ortni anY

otfhr nhr' schm5JrnsnfhY g0 CONWQUTANT JnYhr tfsnContract.  
CONWQUTANT nfayyi at no aYstsonay com to CLTw corrhet or  
rh' snh an0 hrrorn ox smsonni or otfhr Yh5scshncshmsn stmYhrs( nni  
YraBsn( nni hcs5scatsonni rhj ortni caycJyatsonni anY otfhr nhr' schm

1'.8 Tfh CONWQUTANT nfayy hufsgst j roj hr  
j ro5hmsonayY(x hnt sn tfh Jnh o5 sn5orx atson 5JrnsnfhY g0 CLTw  
sn Artscy4. In tfh h' hnt tf at nasYsn5orx atson smot Yhys' hrhYtsx hy0  
or tfat st sm Ysno' hrhY to gh sncorrhet or x snyhaYsn(i  
CONWQUTANT Bsyynots50 tfh CLTw sn a rhanonagyh x annhr a5thr  
tfh Ysno' hr0 o5 nfcf tarYsnhnm or sncorrhet or x snyhaYsn(  
sn5orx atson anY j rox j ty0 x aph a Yhthrx snatson o5 stmcommanY  
nfcf hYJyh sx j act on tfsnContracti amBhy amrhcox x hnYatsonm5or  
tfh corrhetson o5 nfcf sncorrhet or x snyhaYsn( sn5orx atson.

1'.4 CONWQUTANT nfayy j hr5orx nfcf  
j ro5hmsonaynhr' schmamx a0 gh nhchmar0 to accox j snf tfh Borp  
rh; JshYto gh j hr5orx hYJ nYhr tfsnContract sn accorYanch Bstf tfsn  
Contract.

1'.: Euchj t am nni hcs5hY sn Artscy4 16 anY am  
otfhrBsnh j ro' sYhY sn tfsnContracti tfh CONWQUTANT nfayy gh  
anY nfayyrhx asn ysagyi sn accorYanch Bstf aj j yscagyh yaBi 5or ayy  
Yax a(hm to CLTw caJnhY g0 CONWQUTANTW nh(yshnt  
j hr5orx anch o5 an0 o5 tfh nhr' schm5JrnsnfhY JnYhr tfsnContracti  
huchj t 5or hrrorn ox smsonni or otfhr Yh5scshncshmt to tfh huthtnt  
attrsgJtagyh to CLTw CLTw-5JrnsnfhY Yatai or an0 tfsrYj art0.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrnf sj o5 Data anY Uschnrh**

19.1.1 QnyhnmotfhrBsnh j ro' sYhY 5or  
fhrhsni ayy F orp eroYJctm ors( snathY anY j rhj arhY g0  
CONWQUTANT or stmd gconnd yantmo5 an0 tshr JnYhr tfsn  
Contract nfayy gh anY rhx asn tfh hucyJns' h j roj hrt0 o5 tfh  
CLTw 5or stmJnh sn an0 x annhr st Yhhx maj j roj rsath. F orp  
eroYJctmarh ayy Borpm tan( sgyh or noti crhathY JnYhr tfsn  
Contract snclY Ysn(i Bstf oJt ysx statsoni YocJx hntni x athrsayi  
Yatai rhj ortni x anJayni nni hcs5scatsonni artBorpi YraBsn( nni  
nphctfhni cox j Jthr j ro( rax manY Yataganhni nfcf hX atscni  
j foto( raj f ni ' sYho anY aJYso' snclay rhcorYsn( nni noJnY  
rhcorYsn( nni x arpmi yo( onni ( raj f sc Yhrs( nni nothni Bhgrnthni  
Yox asn nax hni sn' hntsonni j rochnhni 5orx Jyamx atthrmanY  
cox gsnatsonmtf hrho5i anY ayy 5orx mo5 snthyhetJayj roj hrt0.  
CONWQUTANT fhrhg0 anms( nni anY a( rhhmto anms( ni ayy

(ooYBsyi coj 0rs( fti traYhx arpi j athnti traYh nherht anY ayy  
otfhr snthyhctJay j roj hrt0 rs( ftmBoryYBSYh sn an0 F orp  
eroYJctmors( snathYanYj rhj arhYg0 CONWQUTANT JnYhr  
tf smContract. CONWQUTANT 5Jrtfhr a( rhhmto huhcJth an0  
YocJx hntmnhchmar0 5or tfh CLTw to j hr5hcti x hx orsays3hi  
or rhcorYtfh CLTwzWoBnhnmf sj o5rs( ftnj ro' sYhYfhrhsn.

19.1.2 F stf rh( arY to tfh gansm5or  
Yhrs( n caycJyatsonmanYhn( snhhrs( nothnndcf Yata nfaaygh  
j ro' sYhY to tfh CLTw sn "aq farY co' hr j onh gsnYhr' nqj  
aj j roj rsathy0 snYhuhYi on tf sn M0yar nncp or (ooY; Jayst0  
j aj hr natsnfactor0 5or rhj roYJctson.

19.1.8 I or ayy F orp eroYJctm  
Yhys' hrhYto tfh CLTw tfat arh not ors( snathYor j rhj arhYg0  
CONWQUTANT or stmnlgconndyantmo5 an0 tshr JnYhr tf sm  
Contracti CONWQUTANT fhrhg0 (rantma non-hucyJrs' h  
j hrj htJayyschnrh to Jnh ndcf F orp eroYJctm5or an0 CLTw  
j Jrj onhm

19.1.4 CONWQUTANT nfaay not  
j ro' sYh or Ysnyonh an0 F orp eroYJctmto an0 tfsrYj art0  
BstfoJt j rsor Brstthn connhnt o5tfh CLTw.

19.1.: Ayy YocJx hntni sn5orx atson  
anY j rh-husntsn( x athrsaym j ro' sYhY g0 CLTw to  
CONWQUTANT anY stmnlgconndyantmarsn( oJt o5 or  
rhyathY to tf smContract nfaay rhx asn tfh j roj hrt0 o5 tfh  
CLTw. Tfh CONWQUTANT x a0 not Jnhi YsntsgJth or  
otfhrBsnh x aphj Jgysc sn an0 x annhri hstfhr 5or j ro5st or not  
5or j ro5sti an0 o5 tfh sn5orx atsoni YocJx hntatsoni or  
j rochYJrhmyh' hjoj hY 5or tfh CLTw fhrhJnYhr BstfoJt tfh  
j rsor Brstthn connhnt o5tfh CLTw. CONWQUTANT 5Jrtfhr  
a( rhhmto huhcJth an0 YocJx hntmnhchmar0 5or tfh CLTw to  
j hr5hcti x hx orsays3hi or rhcorYtfh CLTwzWoBnhnmf sj o5  
rs( ftm

19.1.6 An0 ndgcontract hnthrhY snto  
g0 CONWQUTANT rhyatsn( to tf smContracti to tfh huthnt  
ayobhYfhrhJnYhri nfaaysncyJ Yh a yspj ro' s'nsn 5or Borp to  
gh j hr5orx hY JnYhr tf smContract to contractJayy0 gsnY or  
otfhrBsnh ogys( h stmnlgconndyantmj hr5orx sn( Borp JnYhr  
tf smContract ndcf tfat tfh CLTwzWoBnhnmf sj anY yschnrh  
rs( fmo5 ayyF orp eroYJctmarh j rhnr' hY anYj rothethY am  
snthnYhYfhrhsn. I asyJrh o5 CONWQUTANT to cox j y0 Bstf  
tf sm rh; Jsrx hnt or to ogtasn tfh cox j ysanch o5 stm

ndgconndyantm Bstf ndcf ogys(atsonm nifayy ndghet  
CONWQUTANT to tfh sx j onstson o5 an0 anY ayy nantsonm  
ayyobhY g0 yaBi snayl Ysn( gJt not yx sthY to thrx snatson o5  
CONWQUTANTzWContract Bstf tfh CLTw.

19.1.b CONWQUTANT a(rhmtfat a  
x onhtar0 rhx hY0 5or grhacf o5 tfsn Contract x a0 gh  
snaYh; Jathi sx j ractscagyhi or Ys5scJyt to j ro' h anY tfat a  
grhacf x a0 caJnh CLTw srrhj aragyh farx . CLTw x a0  
tfhrh5orh hn5orch tfsnrh; Jsrhx hnt g0 nhhpsn( snv ncts' h  
rhysh5 anY njhcs5sc j hr5orx anchi BstfoJt an0 nhchmst0 o5  
nfoBsn( actJay Yax a(h or srrhj aragyh farx . Whhpsn(  
snv ncts' h rhysh5 or njhcs5sc j hr5orx anch Yohmnot j rheyl Yh  
CLTw 5rox nhhpsn( or ogtasnsn( an0 ofthr rhysh5 to Bfscf  
CLTw x a0 gh hntstyY.

## 19.2 InthyhetJayeroj hrt0 Farrant0

19.2.1 CONWQUTANT rhj rhnhtnm  
anY Barrantmtfat stmj hr5orx anch o5 ayy ogys(atsonmJnYhr  
tfsnContract Yohmnot sn5rsn(h sn an0 Ba0i Ysrhcty0 or  
contrsgJtors0i Jj on an0 tfsY j art0zmsnthyyhetJay j roj hrt0  
rs( ftni snayl Ysn(i BstfoJt yx statsoni j athntni coj Ors( ftni  
traYhx arpmi traYh nhcrhtni rs( ftni5j Jgysct0 anYj roj rshtar0  
sn5orx atson.

## 19.8 InthyhetJayeroj hrt0 InYhx ns5scatson

19.8.1 CONWQUTANTi at stm oBn  
huj hnnhi JnYhrtaphmanY a(rhmtto Yh5nnYi snYhx ns50i anY  
foyY farx yhmntfh CLTwi anY an0 o5 stmGoarYni o55schrni  
a( hntni hx j yo0hnni anms( nni anY ndcchmormsn snthrhni 5rox  
anY a( asnni ayy ndstmanY caJnhmo5 actsoni cyasx ni yonnni  
Yhx anYm anY huj hnnhni snayl Ysn( gJt not yx sthY toi  
attornh0zmshhm“gotf sn-f oJnh anY oJtnsYh coJnnhyq anYcont  
o5 ysts( atson “snayl Ysn( ayyactJayysts( atson contmsncJrrhY g0  
tfh CLTwi snayl Ysn( gJt not yx sthY toi contmo5 huj hrtmanY  
conndyantnqi Yax a( hmor ysagsyst0 o5 an0 natJrh Bfatnoh' hr  
arsnsn( oJt o5 tfh sn5rsn( hx hnti actJay or ayh(hYi Ysrhct or  
contrsgJtor0i o5 an0 snthyhetJay j roj hrt0 rs( ftni snayl Ysn(i  
BstfoJt yx statsoni j athntni coj Ors( ftni traYhx arpmi traYh  
nhcrhtni rs( ftni5j Jgysct0 anYj roj rshtar0 sn5orx atson “lqon  
or sn an0 Yhrs( ni x hYsl x i x atthri artscyhi j rochnni x htf oYi  
aj j yscatsoni h; Jsj x hnti Yh' schi snnrJx hntatsoni no5tBarhi  
farYBarhi or 5srx Barh JnhY g0 CONWQUTANTi or stm  
ndgconndyantmo5 an0 tshri sn j hr5orx sn( tfh Borp JnYhr tfsn



Contractor “2qama rhndyt o5tfh CLTwzWactJayor snthnYhY Jnh o5 an0 F orp eroYJct 5Jrnsnfhyg0 CONWQUTANTi or smnd gconnd yantmo5an0 tshri JnYhr tfh Contract. P s( ftmanY rhx hYshma’ asyagyh to tfh CLTw JnYhr tfsnj ro’ snson arh cJx Jyats’ h o5tfonh j ro’ sYhY 5or hynhBfhrh sn tf smContract anYtfonh ayoBhY JnYhr tfh yaBmo5tfh QnsthY Wathni tfh Wath o5Cays5ornsai anYtfh CLTw. Tfh j ro’ snsonmo5 **Article 19** nfaynIr’ s’ h huj sratson or thrx snatson o5tf smContract.

19.8.2 In CONWQUTANTzWYh5hnrh o5 tfh CLTw Yh5hnYantrn nh(otsatsoni cox j rox snhi anY nhthyx hnt o5an0 nlc f sn5rsn( hx hnt actsoni tfh UomAn( hyhm Cst0 Attornh0zmO55sch nfayrhtasn Ysnerhtson sn anYcontroy o5 tfh yst( atsoni nh(otsatsoni cox j rox snhi nhthyx hnti anY aj j haymtfhrh5rox i amrh; JshY g0 tfh UomAn( hyhmCst0 Cfarthri j artscJary0 Artseyh Ili Wictsonm2bli 2b2 anY 2b8 tfrho5.

19.8.8 F fhrh an0 F orp eroYJct 5Jrnsnfhyg0 CONWQUTANT “aqghcox hmtfh nlgvht o5an actsoni “gq sm aYJYscathY am sn5rsn( sn( a tfsrY j art0zm InthyhctJay eroj hrt0 rs( fti or “cq famstmJnh hnvosnhY or yschnnh thrx snathYkCONWQUTANT nfayj Bstf tfh CLTwzW connhnti Yo onh o5 tfh 5oyyobsn( sx x hYsathy0. CONWQUTANT nfayyat smhuj hnrh hstfhr/

sq j rocJrh 5or tfh CLTw tfh rs( ft or yschnnh to contsnJh Jnsn( tfh F orp eroYJctkor

ssq rhj yach tfh F orp eroYJct Bstf a 5Jnctsonay0 h; Js’ ayhnti non-sn5rsn( sn( j roYJct.

Euhresnh o5 an0 o5 tfh ago’ h-x hntsonhY oj tsonmnfay not caJnh JnYJh gJnsnhnmsnthrrJj tson to tfh CLTw or Ysx snsnf tfh snthnYhY ghnh5stmanY Jnh o5 tfh F orp eroYJct g0 tfh CLTw JnYhr tfsmContract.

## APTICUE 27

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnyhnmotfhrBsnh hulx j ti tfsmContract smndgvht to tfh aj j yscagyh non-Ysnersx snatsoni h; Jayghnh5stnh; Jayhx j yo0x hnt j ractschmianYa55srx ats’ h actson j ro( rax j ro’ snsonmsn UAAC Wictson 17.’ ht nh; .i amax hnYhY 5rox tsx h to tsx h.

A. CONVQUTANT nfayy cox j y0 Bstf tfh aj jyscagyh non-Ysnersx snatson anY a55srx ats' h actson j ro' ssonmo5 tfh yaBmo5 tfh QnsthY Wathmo5 Ax hrscai tfh Wath o5 Caysornasai anY CITw. In j hr5orx sn( tf smContracti CONVQUTANT nfayynot Ysnersx snath sn an0 o5 stmf ssn( or hx j yo0x hnt j ractschma( asnn an0 hx j yo0hh or aj jyscant 5or hx j yo0x hnt ghcaJnh o5 ncf j hrnonzmrachi coyori rhy( soni natsonay ors( sni anchnt0i nhui nhui Jay orshntatsoni ( hnYhri ( hnYhr sYhntst0i a( hi Ysnagsyst0i Yox hntsc j artnhr natJm x arstay natJm or x hYscayconYstson.

G. Tfh rh; Jsrhx hntmo5 Wictson 17.' .2.1 o5 tfh UAACi tfh E; Jay Ghnh5tmOrYsnanchi anY tfh j ro' ssonmo5 Wictson 17.' .2.1 "5q arh sncorj orathY anY x aYh a j art o5 tf smContract g0 rh5hrhch.

C. Tfh j ro' ssonm o5 Wictson 17.' .8 o5 tfh UAAC arh sncorj orathY anY x aYh a j art o5 tf smContract g0 rh5hrhch anY Bsygh pnoBn amtfh "E; JayEx j yo0x hnt eactschn j ro' ssonmo5 tf smContract.

D. Tfh j ro' ssonm o5 Wictson 17.' .4 o5 tfh UAAC arh sncorj orathY anY x aYh a j art o5 tf smContract g0 rh5hrhch anY Bsygh pnoBn amtfh "A55srx ats' h Actson ero( rax ) j ro' ssonmo5 tf smContract.

An0 nlgcontract hnthrhY snto g0 CONVQUTANT 5or Borp to gh j hr5orx hYJnYhr tf smContract x Jm sncyl Yh an sYhntscay j ro' sson

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUTANT a( rhhm anY ogys( athm stnhy5 to Jtsys3h tfh nhr' schm o5 Msnorst0 GJnsnhmmEnthry rsnh "MGEq F ox hn GJnsnhmmEnthry rsnh "F GEq Wk ayy GJnsnhmmEnthry rsnh "WGEq Ex hr( sn( GJnsnhmmEnthry rsnh "EGEq DsnagyhY Shthran GJnsnhmm Enthry rsnh "DSGEq anY Otf hr GJnsnhmm Enthry rsnh "OGEq 5srx m on a yh' hy no Yhns( nathY sn stm j roj onay. CONVQUTANT chrts5hmtf at st famcox j yshYBstf tfh GJnsnhmmIncyJnsn ero( rax oJtrhacf rh; Jsrhx hntmo5 Ma0orayEuhcJts' h Dsrhcts' h 14i Bfscf sm sncylYhY am Attacfx hnt b to tfh Ph; Jhm 5or RJays5scatsonm CONVQUTANT nfayynot cf an( h an0 o5 tfh Yhns( nathY nlgconndyantnmor rhYJch tfhsr yh' hy o5 h55ort BstfoJt j rsor Brstthn aj j ro' ay o5 tfh CITw j ro' sYhYtf at ncf aj j ro' ayBsynot gh Jnrhanonagyo Bstf fhyY.

CONVQUTANT fam nlgx stthY tfh Usn o5 eothntsay MGE"F GE"WGE"EGE"DSGE"OGE Wgconndyantnm(Exhibit C – Schedule A) ayon( Bstf tfhsr j roj onay. At tfh tsx h a njhcs5sc tarp Borp orYhr sm anms( nhYto tfh conndyanti tfh conndyant x Jm nlgx st tfh Tarp F orp OrYhr Usn o5 Wgconndyantnm(Exhibit C - Schedule B). DJrsn( tfh thrx o5 tfh

contracti tfh CONWQUTANT x Jm nlgx st tfh  
MGE" F GE" WGE" EGE" DS GE" OGE Qtsys3atson ero5sh (**Exhibit C -  
Schedule C**) Bfhn nlgx stsn( an sn' osch to tfh Cst0. Qj on huj sratson or  
thrx snatson o5 tfh contracti a nlgx x ar0 o5 tfhnh rheorYmmfaygh j rhj arhY  
on tfh Kl snay Wgconndytan( Phj ortK5orx (**Exhibit C - Schedule D**) anY  
chrt5shY corrhct g0 tfh CONWQUTANT or stmaJtfors3hY rhj rhnhntats' h.  
Tfh cox j ythY5orx nfaygh 5JrnsnfhYto tfh CLTw Bstfsn 1: Borpsn( Ya0m  
a5thr huj sratson or thrx snatson o5 tfh contract.

CONWQUTANT a( rhhm anY ogys( athm stnh5 to Jtsys3h tfh nhr' schm o5  
Msnorst0i F ox hni Wk ayi Ex hr( sn( i DsnaghyYS hthrani anYotf hr GJ nsnhnm  
Enthrj rsnh 'MGE" F GE" WGE" EGE" DS GE" OGEq 5srx m on a yh' hy no  
Yhns( nathYsn stj roj onay s5an0. Tfh CLTw famnt antscsj athYj artscsj atson  
yh' hymo51' \$ MGEi 4\$ F GEi 2: \$ WGEi ' \$ EGEi anY8\$ DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

Nhstf hr j art0 nfaygh ysagyh 5or stmYhya0 or 5asyJ rh to j hr5orx an0 ogys( atson  
JnYhr anYsn accorYanch Bstf tf smContracti s5tfh Yhya0 or 5asyJ rh arsnhmoJt  
o5 5srhni 5yooYni hartf; Japhni hj sYhx scni ; Jarantsnh rhnrsetsonni otf hr  
natJrayoccJrrhchni nrspni yocpoJtm'otf hr tfan a yocpoJt g0 tfh j art0 or  
an0 o5 tfh j art0Yn Wgconndytantni 5rsh( ft hx gar( ohni thrrorsn actni  
snndrrhetsonmor otf hr cs' sy YsnJrganchni or otf hr nsx syar h' hntmto tfonh  
YhnersghY ago' hi gJt sn hacf canh tfh Yhya0 or 5asyJ rh to j hr5orx x Jm gh  
gh0onYtfh controyanYBstfoJt an0 5aJyt or nh( ys( hneh o5 tfh j art0 Yhya0hY  
or 5asysn( to j hr5orx 'tfhnh h' hntmarh rh5hrrhYto sn tf snj ro' snson amkl orch  
MavhJ rh E' hntnKq

NotBstfntanYsn( tfh 5orh( osn( i a Yhya0 or 5asyJ rh to j hr5orx g0 a  
Wgconndytant o5 CONWQUTANT nfay not conntstJth a I orch MavhJ rh  
E' hnti Jnyhmtf h Yhya0 or 5asyJ rh arsnhmoJt o5 caJ nhngh0onYtfh controyo5  
gotf CONWQUTANT anY Wgconndytanti anY BstfoJt an0 5aJyt or  
nh( ys( hneh o5 hstf hr o5 tfhx . In nlc canh CONWQUTANT nfay not gh  
ysagyh 5or tfh Yhya0 or 5asyJ rh to j hr5orx i Jnyhmtf h( ooYmor nhr' schmto gh  
5JrnsnfhY g0 tfh Wgconndytant Bhrh ogtasnagyh 5rox otf hr noJrchmsn  
nd55schnt tsx h to j hrx st CONWQUTANT to j hr5orx tsx hy0. AmJ nhYsn tf sm  
Contracti tfh thrx KWgconndytantKx hanma nlgconndytant at an0 tshr.

In tfh h' hnt CONWQUTANTzWYhya0 or 5asyJ rh to j hr5orx arsnhmoJt o5 a  
I orch MavhJ rh E' hnti CONWQUTANT a( rhhm to Jm cox x hrcsay0  
rhanonagyh ghni h55ortmto ogtasn tfh( ooYmor nhr' schm5rox otf hr noJrchni  
anYto otf hrBsnh x sts( ath tfh Yax a( hmanY rhYJch tfh Yhya0 caJ nhY g0 tfh  
I orch MavhJ rh E' hnt.

## APTICUE 28

## **SEVERABILITY**

WfoJyY an0 j ortson o5 tfsm Contract gh Yhthrx snhY to gh 'osY or Jnhn5orchagyi nlf nfaygh nh' hrhY 5rox tfh Bfoyh anYtfh Contract Bsy contsnJh anx oYs5hY.

APTICUE 24

**DISPUTES**

WfoJyYa YsnJ th or contro' hrn0 arsnh conchnsn( j ro' ssonmo5tf smContract or tfh j hr5orx anch o5 Borp fhrhJ nYhrj tfh j artshnx a0 hycht to nlgx st nlf to a coJrt o5 cox j hthnt vrsnYsetson.

APTICUE 2:

**ENTIRE CONTRACT**

Tf smContract nhtn5ortf ayo5tfh rs( ftmanYVJ tshmo5tfh j artshnBstf rhnj hct to tfh nlgxhct x atthr fhrho5 anYrhj yachman0 anYayj rh' soJmContractmor JnYhrntanYsn( nBfhtf hr Brsthn or orayi rhyatsn( tfhrhto. Tf smContract x a0 gh ax hnYhYony0 anj ro' sYhY5or sn Artscyh 1: fhrho5.

APTICUE 26

**APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf j art0%nj hr5orx anch fhrhJ nYhr nfaycox j y0 Bstf ayyaj j yscagyh yaBm o5 tfh QnsthY Wathmo5 Ax hrscat tfh Wath o5 Cays5ornsa anYtfh CITwi sneyJ Ysn( gJt not ysx sthY toi yaBmrh( arYsn( fhaytf anY na5ht0i yagor anY hx j yo0x hnti Ba( h anYfoJrmanY ychnsn( yaBmBfscf a55hct hx j yo0hnm Tf smContract nfaygh hn5orchY anYsnthrij rhthY JnYhr tfh yaBmo5tfh Wath o5 Cays5ornsa Bstf oJt rh( arYto con5yset o5 yaB j rsncsj yhm CONWQUTANT nfay cox j y0 Bstf nhBi ax hnYhYi or rh' snhY yaBm rh( Jyatsonni anY'or j rochYJ rhmtf at aj j y0 to tfh j hr5orx anch o5 tf smContract.

In an0 actson arsn( oJt o5 tf smContracti CONWQUTANT conntntmt to j hrnonay vrsnYsetsoni anY a( rhmto grsn( ayy nlf actsonni hucyJ ns' hy0 sn nath or 5hYhraycoJrtmoycathYsn UomAn( hyhm

I5 an0 j arti thrx or j ro' sson o5 tf smContract sn fhyY 'osYi syh( ayi Jnhn5orchagyi or sn con5yset Bstf an0 yaB o5 a 5hYhray nath or yocay (o' hrnx hnt fa' sn( vrsnYsetson o' hr tf smContracti tfh 'aysYst0 o5 tfh rhx asnsn( j artni thrx mor j ro' ssonmo5tfh Contract nfay not gh a55hcthY tfhrhg0.

APTICUE 2b

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

I5 aj j yscagyi CONWQUTANT rhj rhnhtntmtf at st famogtasnhY anYj rhnhtnty0 foyYmtfh GJnsnhrmTau Ph( sntratsn Chrts5scath' nq rh; JsrhY g0 tfh CITwW GJnsnhrmTau OrYsnanchi Wctson 21.77 et seq. o5 tfh UomAn( hyhm



MJnsesj ay CoYh. I or tfh thrx co' hrhY g0 tf smContracti CONWQUTANT nfiayx asntasni or ogtasn amnhchnmar0i ayy nfc Chrts5scathmrh; JsrhY o5 st JnYhr tfh GJnsnhrmTau OrYsnanchi anYnfiaynot ayoB an0 nfc Chrts5scath to gh rh' ophYor nfnj hnYhY.

## APTICUE 2'

## **BONDS**

Ayy gonYmrh; JsrhY g0 CLTw nfiay gh 5syhY Bstf tfh O55sch o5 tfh Cst0 AYx snsntrats' h O55schri Psnp Mana( hx hnt 5or stmrh' shB anYacchj tanch sn accorYanch Bstf UomAn(hyhmAYx snsntrats' h CoYh "UAAC)q Whctsonm 11.4b ht nh; .i amax hnYhY 5rox tsx h to tsx h.

## APTICUE 29

## **CHILD SUPPORT ASSIGNMENT ORDERS**

Tf smContract smdgvhet to tfh CfsyYWjj ort Anms( nx hnt OrYhrmOrYsnanchi Whctson 17.17 o5 tfh UomAn(hyhmAYx snsntrats' h CoYhi amax hnYhY 5rox tsx h to tsx h. CONWQUTANT smrh; JsrhY to cox j yth a Chrts5scatson o5 Cox j ysanch Bstf CfsyY Wjj ort Ogy( atsonmBfscf smattacf hY fhrhto am **Exhibit E** anYsncorj orathYfhrhsn g0 tf smrh5hrhch. eJrmdant to tfh CfsyY Wjj ort Anms( nx hnt OrYhrmOrYsnanchi CONWQUTANT Bsy5Jy0 cox j y0 Bstf ayyaj j yscagyh nath anY5hYhrayhx j yo0x hnt rhj ortsn( rh; Jsrhx hntm5or CONWQUTANTzWhx j yo0hnm CONWQUTANT nfiay ayno chrts50 "1q tf at tfh j rsncsj ay oBnhr"nq o5 CONWQUTANT sm'arhqsn cox j ysanch Bstf an0 F a(h anY Earnsn( m Anms( nx hnt OrYhrm anY Notschm o5 Anms( nx hnt aj j yscagyh to tfhx j hrnonay0k "2q tf at CONWQUTANT Bsy5Jy0 cox j y0 Bstf ayyaB5Jy0 nhr' hYF a(h anY Earnsn( m Anms( nx hnt OrYhrmanY Notschm o5 Anms( nx hnt sn accorYanch Bstf Whctson : 287i *et seq.* o5 tfh Caysornsa I ax sy0 CoYhkanY "8q tf at CONWQUTANT Bsyx asntasn nfc cox j ysanch tfroJ( foJt tfh thrx o5 tf smContract.

eJrmdant to Whctson 17.17 "gq o5 tfh UomAn(hyhmAYx snsntrats' h CoYhi 5asyJrh o5 CONWQUTANT to cox j y0 Bstf ayy aj j yscagyh rhj ortsn( rh; Jsrhx hntm or to sx j yhx hnt yaB5Jy0 nhr' hY F a(h anY Earnsn( m Anms( nx hnt OrYhrmanY Notschm o5 Anms( nx hnti or tfh 5asyJrh o5 an0 j rsncsj ay oBnhr"nq o5 CONWQUTANT to cox j y0 Bstf an0 F a(h anY Earnsn( m Anms( nx hnt OrYhrmor Notschmo5 Anms( nx hnt aj j yscagyh to tfhx j hrnonay0i nfiay conntstJth a Yh5aJyt g0 tfh CONWQUTANT JnYhr tf sm Contracti nfgvhtsn( tf smContract to thrx snatson s5 nfc Yh5aJyt nfiay contsnJh 5or x orh tf an nsnt0 "97q Ya0ma5thr notsch o5 nfc Yh5aJyt to CONWQUTANT g0 tfh CLTw.

An0 nlgcontract hnthrhY snto g0 CONWQUTANTi to tfh huthnt ayoBhY fhrhJnYhri nfiay snclYh a yph j ro' snson 5or Borp to gh j hr5orx hY JnYhr tf smContract. I asyJrh o5 CONWQUTANT to ogtasn cox j ysanch o5 stm nlgconndytantm nfiay conntstJth a Yh5aJyt g0 CONWQUTANT JnYhr tf sm Contracti nfgvhtsn( tf smContract to thrx snatson Bfhrh nfc Yh5aJyt nfiay

contsnJh 5or x orh tfan nsht0 ‘97q Ya0ma5thr notsch o5 nclcf Yh5aJyt to  
CONWQUTANT g0 tfh CLTw.

CONWQUTANT chrts5hmtfati to tfh ghnt o5 stmpnoByhY(hi st sm5Jyy0  
cox j y0sn( Bstf tfh Earnsn(mAnms(nx hnt OrYhrmo5 ayyhx j yo0hhm anY sm  
j ro’ sYsn( tfh nax hmo5 ayy nhB hx j yo0hhmto tfh NhB Hsrh Ph( sntr0  
x asntasnhY g0 tfh Ex j yo0x hnt Dh’ hjoj x hnt Dhj artx hnt amnt Sortf sn  
Wictson b117“gqo5tfh Cays5ornsa eJgysc Contract CoYh.

#### APTICUE 87

#### **LIVING WAGE ORDINANCE**

CONWQUTANT nfayy cox j y0 Bstf tfh Us’ sn( F a(h OrYsnanchi UAAC  
Wictson 17.8b ht nh; .i amax hnYhY 5rox tsx h to tsx h. CONWQUTANT  
5Jrtfhr a( rhhtmfat st nfayy cox j y0 Bstf 5hYhrayyaB j ronrsgsn( rhtaysatson  
5or Jnson or( ans3sn( . An0 nlgcontract hnthrhY snto g0 CONWQUTANT 5or  
Borp to gh j hr5orx hY JnYhr tfsnContract x Jnt sneyJ Yh an sYhtscay  
j ro’ snson.

#### APTICUE 81

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONWQUTANT nfayy cox j y0 Bstf tfh Wir’ sch Contractor F orphr  
Phthntson OrYsnanchi UAAC Wictson 17.86 ht nh; .i amax hnYhY 5rox tsx h  
to tsx h. An0 nlgcontract hnthrhY snto g0 CONWQUTANT 5or Borp to gh  
j hr5orx hYJnYhr tfsnContract x Jnt sneyJ Yh an sYhtscayj ro’ snson.

#### APTICUE 82

#### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhj rhntmanY chrts5hmtfat/

- A. CONWQUTANT nfayy cox j y0 Bstf tfh Ax hrscanmBstf Dsnagsystshm  
Acti amax hnYhYi 42 Q.WC. Wictson 12171 ht nh; .i tfh Phfagsystatson  
Act o5 19b8i amax hnYhYi 29 Q.WC. Wictson b71 ht nh; .i tfh I asr  
HoJnsn( Acti anYstmsx j yhx hntsn( rh( JyatsonmanY an0 nlgnt; Jhnt  
ax hnYx hntni anYCays5ornsa Vo’ hrnx hnt CoYh Wictson 1118: k
- G. CONWQUTANT nfayy not Ysnrersx snath on tfh gansmo5 Ysnagsyst0 or  
on tfh gansmo5 a j hrnonzmrhyatsonnfjsj toi or annocsatson Bstfi a  
j hrnon Bfo fama Ysnagsyst0k
- C. CONWQUTANT nfayy j ro’ sYh rhanonagyh accox x oYatson Jj on  
rh; Jhnt to hnt rh h; Jay acchrmnto CLTw-5JnYhY j ro( rax ni nhr’ schm  
anYacts’ stshnk
- D. ConntJctson Bsy gh j hr5orx hY sn accorYanch Bstf tfh Qns5orx

I hYhrayAcchmsys0 WanYarYm'QI AWj 24 C.I .P. eart 47kanY

E. Tfh gJsyYsn( manY 5acsystshnJnhY to j ro' sYh nhr' schmJnYhr tf sm Contract arh sn cox j ysanch Bstf tfh ShYhrayanYnth ntnanYarYm5or acchmsys0 amnht 5ortf sn tfh 2717 ADA WanYarYm Cays5ornsa Tstyh 24i Cfaj thr lli or otf hr aj j yscagyh ShYhrayanYnth yaB.

CONWQUTANT JnYhrntanYntf at CLTw smrhY0sn( Jj on tf hnh chrts5scatsonm anYrhj rhnhtatsonmama conYstson to 5JnYsn( tf smContract. An0 nlgcontract hnthrhY snto g0 CONWQUTANT 5or Borp to gh j hr5orx hY JnYhr tf sm Contract x Jnh sncyJ Yh an sYhntscayj ro' s5son.

#### APTICUE 88

#### **WAIVER**

A Bas' hr o5 a Yh5aJyt o5 an0 j arti thrx or j ro' s5son o5 tf smContract nfiayy not gh conntJhYama Bas' hr o5 an0 nlcchhYsn( Yh5aJyt or ama Bas' hr o5 tf h j arti thrx or j ro' s5son stnhy5. A j art0zmj hr5orx anch a5hr tf h otf hr j art0zm Yh5aJyt nfiayy not gh conntJhYama Bas' hr o5 tf at Yh5aJyt.

#### APTICUE 84

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONWQUTANT x a0 noti Jnyhnmst fam5sm ogtashYtfh Brstthn j hrx smson o5 tf h CLTw/

“aq Anms( n or otf hrBsnh ayshnath an0 o5 stmr5( f tmJnYhr tf smContracti sncyJ Ysn( tf h rs( ft to j a0x hntkor

“gq Dhyh( athi nlgcontracti or otf hrBsnh trann5hr an0 o5 stnYJ tshn JnYhr tf smContract.

#### APTICUE 8:

#### **PERMITS**

CONWQUTANT anYstmYsrhctormi o55schrmj artnhrm a( hntm hx j yo0hhmanY nlgconndytantm to tf h huthnt ayoBhY fhrhJnYhri nfiayy ogtasn anY x asntasn ayy yschnnhm j hrx stm chrts5scatsonm anY otf hr YocJx hntm nchmmar0 5or CONWQUTANTzWj hr5orx anch fhrhJnYhr anY nfiayy j a0 an0 5hhmrh; JsrhY tfhrh5or. CONWQUTANT chrts5shmt to sx x hYsathy0 not50 tf h CLTw o5 an0 nlnjhnnsoni thrx snatsoni yaj nhm non-rhnhBaym or rhnr5rsetsonmo5 yschnnhm j hrx stm chrts5scathm or otf hr YocJx hntm

#### APTICUE 86

#### **CLAIMS FOR LABOR AND MATERIALS**

CONWQUTANT nfiayy j rox j ty0 j a0 Bfhn YJh ayyax oJntnj a0agyh 5or yagor anYx athrsaym5Jrnsnf hYsn tf h j hr5orx anch o5 tf smContract no amto j rh' hnt an0 yshn or otf hr cyasx JnYhr an0 j ro' s5son o5 yaB 5rox arsn5n( a( asnm an0 CLTw j roj hrt0 “sncyJ Ysn( rhj ortm YocJx hntm anY otf hr tan( sgjh or sntan( sgjh x atthr j roYJchY g0 CONWQUTANT fhrhJnYhrcj a( asnm





or canYsYathm5or hyhethYCLTw o55sch 5or tBhy' h x ontfma5thr tf smContract  
smns(nhY. AYYstsonay0i a CONWQUTANT nlgvhet to Cfarthr Wictson  
4b7'cq'12q sm rh; JsrhY to cox j y0 Bstf Ysnyondrh rh; Jsrhx hntm g0  
nlgx sttsn( a cox j ythY anY ns(nhY EtfsemCox x smson I orx :: anY to  
ax hnY tfh sn5orx atson sn tfat 5orx am njhes5shY g0 yaB. An0  
CONWQUTANT nlgvhet to Cfarthr Wictson 4b7'cq'12q nfiay snyl Yh tfh  
5oyyBsn( notsch sn an0 contract Bstf an0 Wgconndytant huj hethYto rhchs' h  
at yham #177i777 5or j hr5orx anch JnYhr tf smContract/

"Notsch Ph(arYsn( Phnrsetsonm on Cax jas(n ContrsgJtsonm anY  
I JnYrasn( sn Cst0 Eyhetsonm  
woJ arh a nlgconndytant on Cst0 o5 Uom An(hym Contract  
\_\_\_\_\_ eJrmdant to tfh Cst0 o5UomAn(hymCfarthr Wictson  
4b7'cq'12q anY rhyathY orYsnanchni 0oJ anY 0oJr j rsncsj aymarh j rofsgsthY  
5rox x apsn( cax jas(n contrsgJtsonmto anYJnYrasn( 5or chrtsn hyhethY  
Cst0 o5 UomAn(hym'CLTw)q o55scsaymanY canYsYathm5or hyhethY CLTw  
o55sch 5or tBhy' h x ontfma5thr tfh CLTw contract smns(nhY. woJ arh rh; JsrhY  
to j ro' sYh tfh nax hmanY contact sn5orx atson o5 0oJr j rsncsj aynto tfh  
CONWQUTANT anY to ax hnYtfat sn5orx atson Bstf sn thn gJnsnhnmYa0ms5  
st cfan(hmYJrsn( tfh tBhy' h x ontf tsx h j hrsoY. I asJrh to cox j y0 x a0  
rhndyt sn thrx snatson o5tf smContract anYan0 otfhr a' asyagyh yh( ayrhx hYshn  
In5orx atson agoJt tfh rhnrsetsonmx a0 gh 5oJnY onysnh at htfscnyacst0.or(  
or g0 caysn( tfh UomAn(hymCst0 EtfsemCox x smson at "218q9b' -1967.)

#### APTICUE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONWQUTANT nfiay cox j y0 Bstf tfh Isrn W6Jrch Hsrn( OrYsnanchi  
UAAC Wictson 17.44 ht nh;i am ax hnYhY 5rox tsx h to tsx h. An0  
nlgcontract hnthrhY snto g0 CONWQUTANT 5or Borp to gh j hr5orx hY  
JnYhr tf smContract x Jn snayl Yh an sYhntscayj ro' smson.

#### APTICUE 48

#### **IRAN CONTRACTING ACT**

In accorYanch Bstf Caysornsa eJgyse Contract CoYh Wictsonm2277-227' i  
ayy gsYhrmndgx sttsn( j roj onaym5ori hnthrsn( sntoi or rhnhBsn( contractm  
Bstf tfh Cst0 o5UomAn(hymfor (ooYmanYnhr' schnrhtsx athYat #1i777i777  
or x orh arh rh; JsrhY to cox j ythi ns(ni anY nlgx st tfh "Iran Contractsn(  
Act o52717 Cox j ysanch A55sYa' st).

#### APTICUE 44

#### **SUSPENSION**

At CLTwzWnoyh Ysnerhtsoni CLTw x a0 nlnj hnYan0 or aynnhr' schnj ro' sYhY  
JnYhr tf smContract g0 j ro' sYsn( CONWQUTANT Bstf Brstthn notsch o5  
nlnj hnnson. Qj on rhchs j t o5tfh notsch o5nlnj hnnsoni CONWQUTANT nfiay  
sx x hYsathy0 chanh tfh nhr' schmndnj hnYhYanYnfiaynot snCJr an0 aYYstsonay  
ogys( atsonni contnmor huj hnnhmto CLTw JntsyCLTw (s' hmBrstthn notsch to

rhcoX x hnhc tfh nhr' schm

ARTICLE 4:

**DATA PROTECTION**

- A. CONWUTANT nfiay j rothcti Jn( tfh x onh nhcJrh x hanmanY thcfnoyo(0 tfat smcox x hrcsay0 a' asyaghi CLTw-j ro' sYhY Yata or conndx hr-j ro' sYhY Yata ac; JsrhY sn tfh coJrnh anY noj h o5 tfsm Contracti snclY Ysn( gJt not yx sthY to cJntox hr yntmanY cJntox hr crhYst carY or conndx hr Yatai "coyhts' hy0i tfh "Cst0 Data)q CONWUTANT nfiaynots50 CLTw sn Brstsn( amnon amrhanonagy0 shansgyhi anY sn an0 h' hnt Bstfsn tBhnt0-5oJr foJrmi o5 CONWUTANTzW Ysno' hr0 or rhanonagyh ghys5 o5 an0 JnaJtfors3hY acchmno5 Cst0 Data "a "Data Grhacf)q or o5 an0 snesYhnt a55htsn( i or j othntsay0 a55htsn( Cst0 Data rhyathY to c0ghr nhcJrst0 "a "WhcJrst0 IncsYhnt)q snclY Ysn( i gJt not yx sthY to i Yhnsay o5 nhr' sch attacpi anY n0nthx oJta( hi snntagsyst0 or Yh( raYatson YJh to cox j Jthr x ayBarh or 'srJm CONWUTANT nfiay gh( sn rhx hYatson sx x hYsathy0. CONWUTANT nfiay j ro' sYh Yasy0 Jj Yathni or x orh 5rh; Jhnty0 s5rh; JsrhYg0 CLTw rh( arYsn( 5snYsn( m anYactsonnj hr5orx hYg0 CONWUTANT Jntsytfh Data Grhacf or WhcJrst0 IncsYhnt fam ghln h55hts' hy0 rhnoy' hY to CLTwzW ratsnfactson. CONWUTANT nfiayconYJct an sn' hnts( atson o5 tfh Data Grhacf or WhcJrst0 IncsYhnt anY nfiaynf arh tfh rhj ort o5 tfh sn' hnts( atson Bstf CLTw. At CLTwzWnoyh Ysnerhtsoni CLTw anY stm aJtfors3hY a( hntmfiay fa' h tfh rs( ft to yhaY or j artscej ath sn tfh sn' hnts( atson. CONWUTANT nfiaycooj hrath 5Jy0 Bstf CLTw stm a( hntmanYyaB hn5orchx hnt.
- G. I5 CLTw smndghct to ysagsyst0 5or an0 Data Grhacf or WhcJrst0 IncsYhnti tfhn CONWUTANT nfiay 5Jy0 snYhx ns50 anY foyY farx yhmCLTw anY Yh5hnYa( asnnt an0 rhndytsn( actsonm

ARTICLE 46

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

CONWUTANT nfiaycox j y0 Bstf tfh Cst0 Contractormz Qnh o5 Crsx snay Hsnor0 5or ConnsYhratson o5 Ex j yo0x hnt Aj j yscatsonmOrYsnanchi UAAC Wictson 17.4' ht nh; i amax hnYhY 5rox tsx h to tsx h. An0 nlgcontract hnthrhY snto g0 CONWUTANT 5or Borp to gh j hr5orx hY JnYhr tfsm Contract x Jnt snclY Yh an sYhntscayj ro' sson.

ARTICLE 4b

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

NotBstf nmanYsn( an0 otfhr j ro' sson o5tfsmContracti snclY Ysn( an0 huf sgstm or attacfx hntmsncorj orathYtfhrhsni anYsn orYhr 5or CLTw to cox j y0 Bstf

stm(o' hrnsn( yh( ayrh; Jsrhx hntm CLTw nfayfa' h no ogys(atson to x aph an0 j a0x hntmto CONWQUTANT JnyhnmCLTw nfayfa' h 5srn x aYh an aj j roj rsatson o5 5J nYmh; Jayto or sn huchmno5 stmogys(atson to x aph an0 j a0x hntmamj ro' sYhY sn tf smContract. CONWQUTANT a(rhhmtfat an0 nhr' schmj ro' sYhYg0 CONWQUTANTi j Jref anhn x aYh g0 CONWQUTANT or huj hnnhmsncJrrhYg0 CONWQUTANT sn huchmno5 tfh aj j roj rsatson“nq nfayygh 5rhh anYBstf oJt cf ar( h to CLTw anYCLTw nfayfa' h no ogys(atson to j a0 5or tfh nhr' schmj Jref anhmor huj hnnhm CONWQUTANT nfayfa' h no ogys(atson to j ro' sYh an0 nhr' schmj ro' sYh an0 h; Jsj x hnt or snCJr an0 huj hnnhmsn huchmno5 tfh aj j roj rsathY ax oJnt“nq JntsyCLTw aj j roj rsathm aYystsonay5J nYmfor tf smContract.

#### APTICUE 4'

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

CONWQUTANT nfayycox j y0 Bstf aysYhntst0 tfh5t yaBmsncyJ Ysn( Bstf oJt ysx statsoni yaBmrhyathY to/ “1qj a0x hnt Yh' schmk “2q crhYst anY Yhgst carY 5raJ YkanY “8q tfh I asr anY AccJrath CrhYst TranractsonmAct “I ACTA)q sncyJ Ysn( stmrh; Jsrhx hnt rhyatsn( to tfh conthnt o5 tranractson rhchsj tm j ro' sYhY to CJntox hrm CONWQUTANT ayno nfayy cox j y0 Bstf ayy rh; Jsrhx hntm rhyathY to x asntasnsn( cox j ysanch Bstf ea0x hnt CarY InYJ ntr0 Data WicJrst0 WanYarYm“e CLDWWq DJrsn( tfh j hr5orx anch o5 an0 nhr' sch to snntayj j ro(rax or Jj Yath j a0x hnt Yh' schmh; Jsj j hY to conYJct crhYst or Yhgst carY tranractsonm sncyJ Ysn( eCL DWW nhr' schmi CONWQUTANT nfayy' hrs50 j roj hr trJncatson o5 rhchsj tmsn cox j ysanch Bstf I ACTA.

#### APTICUE 49

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

Cays5ornsa eJgysc PhnoJrchmCoYh Wictson : 164 j rofsgstma j Jgysc a(hnc0 5rox fsrn( a j hrnon 5or hx j yo0x hnt or ama ' oylnthhr to j hr5orx nhr' schm at an0 j arpi j ya0(roJnYi or cox x Jnst0 chnthr JnhY5or rherhatsonayj Jrj onhm sn a j onstson tfat famndj hr' snor0 or Ysncsj ysnar0 aJtforst0 o' hr an0 x snori s5tfh j hrnon famghhn con' scthYo5 chrtasn crsx hmanrh5hrhnhYsn tfh ehmay CoYh anY artscJyathY sn Cays5ornsa eJgysc PhnoJrchm CoYh Wictson : 164“aq2q

I5 aj j yscaghi CONWQUTANT nfayy cox j y0 Bstf Cays5ornsa eJgysc PhnoJrchmCoYh Wictson : 164i anYnfayyaYystsonayy0 aYfhrh to ayyrJyhmanY rh(Jyatsonmtfat fa' h ghln aYoj thY or tfat x a0 gh aYoj thY g0 CLTw. CONWQUTANT sm rh; JsrhY to fa' h ayy hx j yo0hnm ' oylnthhrm anY Wgconndyantm “sncyJ Ysn( ayy hx j yo0hnm anY ' oylnthhrm o5 an0 Wgconndyantq o5 CONWQUTANT Borpsn( on j rhx snhm to j arm a 5sn(hrj rsnt anY gacp(roJnY cfhcp tfroJ(f tfh Cays5ornsa Dhj artx hnt o5 lJntsch at CONWQUTANTzWnoyh huj hnnhi snYscatsn( tfat ndcf snYs' sYJaym

fa' h nh' hr ghln con' sethYo5chrtasn crsx hmanrh5hrhnhYsn tfh ehmayCoYh anYartscJyathYsn Caysornsa eJgysc PhnoJrchmCoYh Wictson : 164“aq'2q s5 tfh snYs' sYJay Bsy fa' h ndj hr' snor0 or Ysnojsynar0 aJtforst0 o' hr an0 x snor.

APTICUE : 7

**POSSESSORY INTERESTS TAX**

Ps(ftm(ranthY to CONWQUTANT g0 CLTw x a0 crhath a j onmhnmor0 snthrhnt. CONWQUTANT a(rhmtfat an0 j onmhnmor0 snthrhnt crhathY x a0 gh ndgvhet to Caysornsa Ph' hnJh anY Tauatson CoYh Wictson 17b.6 anY a j roj hrt0 tau x a0 gh yh' shY on tfat j onmhnmor0 snthrhnt. I5 aj j yscagyhi CONWQUTANT nfiayj a0 tfh j roj hrt0 tau. CONWQUTANT acpnoByhY(hm tfat tfh notsch rh; JsrhY JnYhr Caysornsa Ph' hnJh anY Tauatson CoYh Wictson 17b.6 famghhn j ro' sYhY.

APTICUE : 1

**CONFIDENTIALITY**

Ayy YocJx hntni sn5orx atson anYx athrsaynj ro' sYhYto CONWQUTANT g0 CLTw or Yh' hyoj hY g0 CONWQUTANT j Jmiant to tfsm Contract “coyhcts' hy0i ”Con5YhntsayIn5orx atson) qarh con5Yhntsay. CONWQUTANT nfiaynot j ro' sYh or Ysnoynm an0 Con5YhntsayIn5orx atson or tfhsr conthntm or an0 sn5orx atson tfhrhsni hstfhr oray0 or sn Brtsn(i to an0 j hrnon or hntst0i huchj t amaJtfors3hYg0 CLTw or anrh; JsrhYg0 yaB. CONWQUTANT nfiay sx x hYsathy0 nots50 CLTw o5 an0 atthx j t g0 a tfsrYj art0 to ogtasn acchmm to an0 Con5Yhntsay In5orx atson. Tfsnj ro' snson Bsy ndr' s' h huj sratson or thrx snatson o5tfsmContract.

APTICUE : 2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Qnyhnm otflhrBsnm huhx j t sn accorYanch Bstf tfh j ro' snsonm o5 tfsm OrYsnanchi tfsm Contract smndgvhet to tfh Dsnayondrh o5 GorYhr F ayy Contractsn( OrYsnanchi Wictson 17.: 7 o5 tfh UomAn(hyhmAYx snsntrats' h CoYhi amx a0 gh ax hnYhY5rox tsx h to tsx h. CONWQUTANT chrts5hmtfat st famcox j yshYBstf tfh aj j yscagyh j ro' snsonmo5tfsmOrYsnanch. I asyJrh to 5Jyy0 anYaccJrathy0 cox j yhth tfh a55sYa' st x a0 rhndyt sn thrx snatson o5tfsm Contract.

APTICUE : 8

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Ex j yo0hhmo5 Conndytant anY'or j hrnonmBorpsn( on stmghfay5i snyJYsn(i gJt not ysx shY toi ndgconndytantm“coyhcts' hy0i ”Contractor e hrnonnhy)q Bfshy j hr5orx sn( nhr' schmJnYhr tfsmContract anYj rsor to snthraetsn( sn j hrnon Bstf Cst0 hx j yo0hhm contractormi ' oyd nthhnm or x hx ghmo5 tfh j Jgysc “coyhcts' hy0i ”In-e hrnon Wlr' schm)qx Jm gh 5Jyy0 ' accsnathYa( asnm



Date:

**ATTEST:**

HOUUw U. F OUCOTT, Cst0 Cyhrp

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAELUN. I EQEP i Cst0 Attornh0

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

BROWN AND CALDWELL

AMENDMENT NO. 1 TO CONTRACT NO. C-129645, FOR PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF LOS ANGELES AND BROWN AND CALDWELL.

This Amendment modifies the Contract executed on July 12, 2015, between the City of Los Angeles hereinafter referred to as (CITY) and Brown and Caldwell hereinafter referred to as (CONSULTANT).

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for project management, planning, design and construction management for wastewater and stormwater related projects and CONSULTANT submitted a statement of qualifications, in response and

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

WHEREAS, on July 12, 2015, Contract No. C-129645 was awarded to CONSULTANT, the terms of which will expire on July 11, 2022 and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and environmental engineering services for the various Department of Public Works projects and has the capacity and experienced personnel to provide the required services and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by two additional years through July 11, 2025 and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-129645 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects, the Bureau of Engineering plans to utilize consultants to provide program management, project management,



planning, design and construction management for wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater and stormwater related projects such as conveyance systems, treatment facilities, pump-out plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 is hereby amended to add Section 3.3 to read as follows:

##### **3.3 Retention of Records, Audit and Reports**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: g1" final payment made by CITY, g2" the expiration of this Contract or g3" termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 is hereby amended in its first paragraph to read as follows:

CITY designates Ethan B. Wong as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

## ARTICLE k

### **TERM OF CONTRACT**

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

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 14 or extended by amendment to this Contract.

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

- ga” This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- g7” This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to bind such approval;
- g” The Office of the City Attorney has indicated in writing its approval of this Contract as to form and
- gd” This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

## ARTICLE 6

### **SUBCONSULTANT APPROVAL**

No Change

## ARTICLE 5

### **COMPENSATION, INVOICING AND PAYMENT**

No Change

## ARTICLE 8

### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

## ARTICLE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in writing and may be by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person: Ethan B. Wong, Director  
Address: Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Preberson Bldg., Suite 200  
Playa Del Rey, CA 90293

To CONSULTANT:

Contact Person: Steve Hirai, P.E., Vice President  
Address: 1000 Wilshire Boulevard, Suite 1690  
Los Angeles, CA 90015

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

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

masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 13

### **KEY CONSULTANT PERSONNEL**

- 13.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 13.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 13.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

## ARTICLE 14

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is



entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

k. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense in; or in moral turpitude under federal, state, or local laws (Act of Moral Turpitude““).

7. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 665.k, crimes in; or in weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.5, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 4164(g)(2) in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner directly or indirectly, through one or more intermediaries, of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall reimburse CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

5. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14 Termination for Convenience.

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

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within fifteen working days of the termination.

## ARTICLE 15

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### **16.1 Indemnification**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation including all actual litigation costs incurred by the CITY, including but not

limited to, costs of experts and consultants”, damages or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 16 shall survive the expiration or termination of this Contract.

## 16.2 Insurance

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

## ARTICLE 15

### **INDEPENDENT CONTRACTORS**

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

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and



other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

18.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 4. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

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

18.k Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

19.1.1 Unless otherwise provided for herein, all Work Products originated and required by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audio/visual recordings, sound recordings, maps, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all

goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and required by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

19.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in "hard copy" form and shall be appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its

subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

19.1.5 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to procure 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.

## 19.2 Intellectual Property Warranty

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

## 19.3 Intellectual Property Indemnification

19.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants); damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contritory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (in or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this

Contract or as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19.3.2 In CONSULTANT'S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 251, 252 and 253 thereof.

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

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

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

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.



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

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 14, which is included as Attachment 5 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the

contract, the CONSULTANT must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the "Final Consultant Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 10 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise MBE/WBE/SBE/EBE/DVBE/OBE" firms on a level designated in its proposal, if any. The CITY has set anticipated participation levels of 18% MBE, 4% WBE, 2% SBE, 8% EBE, and 3% DVBE.

## ARTICLE 22

### **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 together than a lockout by the party or any of the party's Consultants", 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 Consultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Consultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Consultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Consultant" means a consultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 23

### **SEVERABILITY**

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

#### ARTICLE 24

#### **DISPUTES**

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

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 1k hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles

Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **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 11.45 et seq., as amended from time to time.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT'S employees. CONSULTANT shall also certify that the principal owners of CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 230, *et seq.* of the California Family Code and that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10 of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owners of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subject to this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subcontractors shall constitute a default by CONSULTANT under this Contract, subject to this Contract to termination where such default shall



continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earned Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 51107 of the California Public Contract Code.

#### ARTICLE 30

#### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.35 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law prohibiting retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 31

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

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

#### ARTICLE 32

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1953, as amended, 29 U.S.C. Section 501 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11133.
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities.
- D. Construction will be performed in accordance with the Uniform

Federal Accessibility Standards gUFAS”, 24 C.F.R. Part 40j and

- E. The builidnbs and facilities used to gro; ide ser; ices under this Contract are in comqliance with the federal and state standards for accessi7ility as set forth in the 2010 ADA Standards, California Title 24, Chaqter 11, or other aqqlica7le federal and state law.

CONSULTANT understands that CITY is relyinb uqon these certifications and representations as a condition to fundinb this Contract. Any su7contract entered into 7y CONSULTANT for worv to 7e performed under this Contract must include an identical gro; ision.

#### ARTICLE 33

#### **WAIVER**

A wai; er of a default of any qart, term or gro; ision of this Contract shall not 7e construed as a wai; er of any succeedinb default or as a wai; er of the qart, term or gro; ision itself. A qarty’s performance after the other qarty’s default shall not 7e construed as a wai; er of that default.

#### ARTICLE 34

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not, unless it has first o7tained the written qermission of the CITY:

ga” Assibn or otherwise alienate any of its ribhts under this Contract, includinb the ribht to qaymentj or

g7” Delebate, su7contract, or otherwise transfer any of its duties under this Contract.

#### ARTICLE 3k

#### **PERMITS**

CONSULTANT and its directors, officers, qartners, abents, emqloyees and su7consultants, to the extent allowed hereunder, shall o7tain and maintain all licenses, qermits, certifications and other documents necessary for CONSULTANT’S performance hereunder and shall qay any fees re)uired therefor. CONSULTANT certifies to immediately notify the CITY of any suspqension, termination, laqses, non-renewals, or restrictions of licenses, qermits, certificates, or other documents.

#### ARTICLE 36

#### **CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall qromqtly qay when due all amounts qaya7le for la7or and materials furnished in the performance of this Contract so as to qre; ent any lien or other claim under any gro; ision of law from arisinb abainst any CITY qroqerty gincludinb reports, documents, and other tanbi7le or intanbi7le matter qroduced 7y CONSULTANT hereunder”, abainst

CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### ARTICLE 35

#### **BEST TERMS**

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

#### ARTICLE 38

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

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

#### ARTICLE 39

#### **BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### ARTICLE 40

#### **SLAVERY DISCLOSURE ORDINANCE**

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

#### ARTICLE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires payment by an elected CITY officer, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those subconsultants (the "Restricted Persons") shall comply with Charter Section 450(g)(2) and LAMC Section 49.5.3k. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 450(g)(2) and LAMC Section 49.5.3k limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials.

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 450g"gl2" is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 450g"gl2" shall include the following notice in any contract with any Consultant 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 consultant on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 450g"gl2" and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles or CITY officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 958-1960.

## ARTICLE 42

### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## ARTICLE 43

### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for bonds and services estimated at \$1,000,000 or more are required to complete, sign, and submit the (Iran Contracting Act of 2010 Compliance Affidavit).

## ARTICLE 44

### **SUSPENSION**

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



recommence the services.

#### ARTICLE 4k

#### **DATA PROTECTION**

- A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-owned data or consumer-owned data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, including, the "City Data". CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 46

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 45

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with

its books and financial requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriations shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, purchases, provide any equipment or incur any expenses in excess of the appropriated amounts until CITY appropriates additional funds for this Contract.

#### ARTICLE 48

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

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 49

##### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and subconsultants including all employees and volunteers of any subconsultant of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals

has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 16492, if the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE k0

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 105.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 105.6 has been provided.

#### ARTICLE k1

#### **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or delivered by CONSULTANT pursuant to this Contract collectively (Confidential Information) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE k2

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.k0 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE k3

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants collectively, (Contractor Personnel), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the public collectively, (In-Person Services) must be fully vaccinated against

the novel coronavirus 2019 (COVID-19"). (Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (Exemptions") to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

**Brown and Caldwell**

**By: Steve Hirai, P.E.**

**Title: Vice President**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**



**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

CAROLLO

AMENDMENT NO. 1 TO CONTRACT NO. C-129645, FOR PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF LOS ANGELES AND CAROLLO.

This Amendment modifies the Contract executed on July 12, 2017, between the City of Los Angeles (hereinafter referred to as "CITY") and Carollo (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for project management, planning, design and construction management for wastewater and stormwater related projects and CONSULTANT submitted a statement of qualifications, in response; and

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

WHEREAS, on July 12, 2017, Contract No. C-129645 was awarded to CONSULTANT, the terms of which will expire on July 11, 2022; and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and environmental engineering services for the various Department of Public Works projects and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by ' additional years through July 11, 2027; and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-129645 is hereby amended as followsz

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as followsz

On certain Public Works projects, the Bureau of Engineering plans to utili/ e consultants to provide program management, project management,

planning, design and construction management for wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater and stormwater related projects such as conveyance systems, abatement facilities, pumping plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

#### ARTICLE "

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article " is hereby amended to add Section "." to read as followsz

##### **"."      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 followingz(1) final payment made by CITY, (2) the expiration of this Contract or (") termination of this Contract. The records will be subject to examination and audit by authori/ ed CITY personnel or CITY:S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY:S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 is hereby amended in its first paragraph to read as followsz

CITY designates Ethan B. Wong as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term &approval of CITY,& &consult with CITY,& &confer with CITY,& or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.



ARTICLE 9

**TERM OF CONTRACT**

Article 9 is hereby amended in its entirety to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 14 or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

ARTICLE 6

**SUBCONSULTANT APPROVAL**

No Change

ARTICLE 7

**COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE 5

**SUCCESSORS AND ASSIGNS**

Article 5 is hereby amended in its entirety to read as follows:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

ARTICLE 9

**CONTACT PERSONS – PROPER ADDRESSES -  
NOTIFICATION**

Article 9 is hereby amended in its entirety to read as followsz

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as followsz

To the CITYz

Contact Personz

Addressz

Ethan B. Wong, Division Engineer  
Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Pregerson Bldg., Suite 200  
Playa Del Rey, CA 9029"

To CONSULTANTz

Contact Personz

Addressz

Gil Cro/ es, P.E., Project Manager  
707 Wilshire Boulevard, Suite "920  
Los Angeles, CA 90017

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articlesz

ARTICLE 12

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

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

masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY:S option, one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 1"

### **KEY CONSULTANT PERSONNEL**

- 1".1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 1".2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER:S approval.
- 1". " CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

## ARTICLE 14

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY:S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.



’ . Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to violent felonies as defined by Penal Code Section 667.’, 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 ’ 164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14 Termination for Convenience.

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

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

## ARTICLE 1'

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authori/ ed to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### **16.1 Indemnification**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not

limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 16 shall survive expiration or termination of this Contract.

## 16.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall provide and maintain at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 146 in Exhibit D hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 1"" in Exhibit D hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

## ARTICLE 17

### **INDEPENDENT CONTRACTORS**

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

## ARTICLE 15

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

15.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and

other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15." The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 4. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

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

15.' Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

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



goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its

subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

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

## 19.2 Intellectual Property Warranty

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

## 19." Intellectual Property Indemnification

19.".1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights 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 CONSULTANT, or its subconsultants of any tier, in performing the work under this

Contract; or (2) as a result of the CITY:S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19."2 In CONSULTANT:S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney:s Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 27" thereof.

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

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

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

## ARTICLE 20

### **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 10.5 et seq., as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.5.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.5.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.5." 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 10.5.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 14, which is included as Attachment 7 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBEs, WBEs, SBEs, EBEs, DVBEs, OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the



contract, the CONSULTANT must submit the MBE3WBE3SBE3EBE3DVBE3OBE Utili/ation Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the 8Final Subconsulting Report8 form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authori/ed representative. The completed form shall be furnished to the CITY within 1' working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utili/e the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE3WBE3SBE3EBE3DVBE3OBE) firms on a level so designated in its proposal, if any. The CITY has set anticipated participation levels of 15% MBE, 4% WBE, 2' % SBE, 5% EBE, and "% DVBE.

## ARTICLE 22

### **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 Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as 8Force Majeure Events8).

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Subconsultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term 8Subconsultant8 means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 2"

### **SEVERABILITY**

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

#### ARTICLE 24

#### **DISPUTES**

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

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 1' hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles

Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 25

### **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.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT'S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section ' 2"0, *et seq.* of the California Family Code; and (") that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

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

continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### ARTICLE "0

#### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10."7 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organi/ ing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE "1

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10."6 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE "2

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies thatz

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 197", 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 111"’;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person:s relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform



Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

#### ARTICLE ""

#### **WAIVER**

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

#### ARTICLE "4

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not, unless it has first obtained the written permission of the CITYz

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

#### ARTICLE "'

#### **PERMITS**

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

#### ARTICLE "6

#### **CLAIMS FOR LABOR AND MATERIALS**

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

CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE "7

**BEST TERMS**

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

ARTICLE "5

**CONTRACTOR RESPONSIBILITY ORDINANCE**

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

ARTICLE "9

**BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 40

**SLAVERY DISCLOSURE ORDINANCE**

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

ARTICLE 41

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S Subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7."'. 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."’ limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form ' ' and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least \$100,000 for performance under this Contractz

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

You are a subconsultant on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (21") 975-1960.”

#### ARTICLE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 4"

#### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2205, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

#### ARTICLE 44

#### **SUSPENSION**

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

recommence the services.

#### ARTICLE 4'

#### **DATA PROTECTION**

- A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 46

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors: Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.45 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 47

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with



its governing legal requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

#### ARTICLE 45

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

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 49

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section ' 164 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 ' 164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section ' 164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals

have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section ' 164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE ' 0

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### ARTICLE ' 1

#### **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE ' 2

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.'0 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE ' "

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, "Contractor Personnel"), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against

the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfi/er-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

**CAROLLO**

**By: Gil Crozes**

**Title: Program Manager**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**



AMENDMENT NO. 1

to

Contract No. C-129641

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW BRIDGE

Contract

with the

and

CDM WLL

AMENDMENT NO. 1 TO CONTRACT NO. C-129641, I O P e P E - R Q A U I I E D O N - C A U U F A W T E F A T E P A N D E N S I P O N M E N T A U E N V I N E E P I N V W E P S I C E W G E T F E E N T d E C I T w O I U O W A N V E U E W A N D C D M W I t f .

T f i s A H h n Y H h n t H o Y i s t f h C o n t r a c t h n c x t h Y o n u x J l 12, 2 y 10, 7 h t B h h n t f h C i t l o 5 U o s A n b h J h s g f h r h i n a 5 t h r h 5 h r r h Y t o a s ( C I T w " " a n Y C D M W I L T d g f h r h i n a 5 t h r h 5 h r r h Y t o a s ( C O N W Q U T A N T " " .

## F I T N E W W E T d

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F d E P E A W C O N W Q U T A N T Y h H o n s t r a t h Y ) x a J i 5 c a t i o n s t o q h r 5 o r H s a i Y s h r ; i c h s a n Y B a s s h J h e t h Y 7 l C I T w s t a 5 5 7 a s h Y o n t f h h ; a J x a t i o n c r i t h r i a s h t 5 o r t f i n t f h P I R j a n Y

F d E P E A W o n u x J l 12, 2 y 10, C o n t r a c t N o . C - 129641 B a s a B a r Y h Y t o C O N W Q U T A N T , t f h t h r H s o 5 B f i c f B i J J h n q i r h o n u x J l 11, 2 y 22 j a n Y

F d E P E A W t f h C O N W Q U T A N T i s c x r r h n t J l q r o ; i Y i n b o n - c a J J B a s t h B a t h r a n Y h n ; i r o n H h n t a J h n b i n h h r i n b s h r ; i c h s 5 o r t f h ; a r i o x s D h q a r t H h n t o 5 e x 7 J i c F o r v s q r o p h c t s a n Y f a s t f h c a q a c i t l a n Y h n q h r i h n c h Y q h r s o n n h J t o q r o ; i Y h t f h r h ) x i r h Y s h r ; i c h s j a n Y

F d E P E A W t f h C I T w a n Y C O N W Q U T A N T f a ; h a b r h h Y t o h n t h n Y t f h t h r H o 5 t f h C o n t r a c t 7 l 4 a Y Y i t i o n a J l h a r s t f r o x b f u x J l 11, 2 y 20 j a n Y

F d E P E A W t f h C I T w k W D h q a r t H h n t o 5 e x 7 J i c F o r v s , G x r h a x o 5 E n b i n h h r i n b , g f h r h i n a 5 t h r h 5 h r r h Y t o a s ( G Q P E A Q " " , i s t f h e r o b r a H M a n a b h r a n Y o ; h r s h h s t f h C O N W Q U T A N T k W q h r 5 o r H a n c h o 5 t f i s C o n t r a c t j a n Y

N O F , T d E P E I O P E , i n c o n s i Y h r a t i o n o 5 t f h 5 o r h b o i n b a n Y o 5 t f h 7 h n h 5 i t s B f i c f B i J J a c c r x h t o t f h q a r t i h s f h r h t o i n c a r r l i n b o x t t f h c o n Y i t i o n s o 5 t f i s A H h n Y H h n t N o . 1, C o n t r a c t N o . C - 129641 i s f h r h 7 l a H h n Y h Y a s 5 o J J o B s '

## A P T I C U E 1

## DEFINITIONS

No C f a n b h

## A P T I C U E 2

## PROJECT DESCRIPTION

A r t i c l e 2 i s f h r h 7 l a H h n Y h Y i n i t s h n t i r h t l t o r h a Y a s 5 o J J o B s '

O n c h r t a i n e x 7 J i c F o r v s q r o p h c t s , t f h G x r h a x o 5 E n b i n h h r i n b q J a n s t o x t i J i : h c o n s x J t a n t s t o q r o ; i Y h q r o b r a H H a n a b h H h n t , q r o p h c t H a n a b h H h n t ,

qJanninb, Yhsibn anY constrxction HanabHhnt 5or BasthBathr anY storHBathr rhJathY qrophcts, soHhtiHhs on an hHhrbhncI 7asis, Yxrinb tfh coxrsh o5a thn-l har qhrYoY. Tfhsh shr; ichs Hal incJxYh, 7xt arh not JiHithY to tfh o; hraJJ qJanninb, Yhsibn anY constrxction HanabHhnt o5BasthBathr anY storHBathr rhJathY qrophcts sxcf as con; hl anch sl sthHs, a7athHhnt 5aciJitihs, qxHqinb qJants, trhatHhnt 5aciJitihs, oYor controJ, rhcl cJhYzrhJaiHhY Bathr qrophcts anY otfhr BasthBathr anY storHBathr 5aciJitihs oBnhYor qJannhY7l tfh CLTw.

## ARTICLE /

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article / is fhrh7l aHhnYhY to aYYWction / ./ to rhaYas 5oJJoBs'

./ Phtntion o5PhcorYs, AxYit anYPhqorts

CONTRACTOP sf aJJ Haintain aJJ rhorYs, incJxYinb rhorYs o5 5inanciaJ transactions, qhrtaininb to tfh qhr5orHanch o5tfis Contract, in tfhir oribinaJ 5orH or as otfhrBish aqro; hY7l CLTw. Tfhsh rhorYs sf aJJ 7h rhtainhY 5or a qhrYo5no Jhss tfan tfrrh l hars 5oH tfh Jathr o5tfh 5oJJoBinb' gl" 5inaJ qal Hhnt HaYh 7l CLTw, g" tfh hnqiration o5 tfis Contract or g" thrHination o5tfis Contract. Tfh rhorYs BiJJ 7h sx7pht to hnaHination anY axYit 7l axtfori: hYCLTw qhrsonnhJ or CLTwWrhqrshntati; hs at anl tiHh. CONTRACTOP sf aJJ qro; iYh anl rhqorts rh) xhsthY 7l CLTw rhbarYinb qhr5orHanch o5 tfis Contract. Anl sx7contract hnthrY into 7l CONTRACTOP 5or Borv to 7h qhr5orHhYxnYhr tfis Contract Hxst incJxYh an iYhticaJ qro; ision.

In Jhx o5rhtaininb tfh rhorYs 5or tfh thrH as qrhscri7hY in tfis qro; ision, CONTRACTOP Hal , xqon CLTwKBritthn aqro; aJ, sx7Hit tfh rh) xirhY in5orHation to CLTw in an hJhctronic 5orHat, h.b. QWG 5lasf Yri; h, at tfh hnqiration or thrHination o5tfis Contract.

## ARTICLE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 is fhrh7l aHhnYhY in its 5irst qarabraaqf to rhaYas 5oJJoBs'

CLTw Yhsibnaths Etfan G. Fonb as its ENVINEEP, rhqrshntinb tfh CLTw in aJJ Hatthrs Bitfin tfh scoqh o5 tfis Contract rhJatinb to tfh conYxct anYaqqro; aJo5tfh Borv to 7h qhr5orHhY. F fhnh; hr tfh thrH "aqro; aJo5CLTw," "consxJt Bitf CLTw," "con5hr Bitf CLTw," or siHiJar thrHs arh xshY, tfhl sf aJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP Hal Yhsibnath an assistant to act in fis sthaY.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended to read as follows:

Notwithstanding to whom the Contract is awarded, the Contractor shall be bound by the terms and conditions of the Contract and any amendments thereto as set forth in the Contract.

The term of the Contract shall be as set forth in the Contract and shall be subject to the terms and conditions of the Contract.

g” The Contract shall be subject to the terms and conditions of the Contract and shall be subject to the terms and conditions of the Contract.

g” The Contract shall be subject to the terms and conditions of the Contract and shall be subject to the terms and conditions of the Contract.

g” The Contract shall be subject to the terms and conditions of the Contract and shall be subject to the terms and conditions of the Contract.

g” The Contract shall be subject to the terms and conditions of the Contract and shall be subject to the terms and conditions of the Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No Change

#### ARTICLE 10

#### **COMPENSATION, INVOICING AND PAYMENT**

No Change

#### ARTICLE 12

#### **SUCCESSORS AND ASSIGNS**

Article 12 is hereby amended to read as follows:

All of the terms, conditions, and provisions of the Contract shall be subject to the terms and conditions of the Contract and shall be subject to the terms and conditions of the Contract.

#### ARTICLE 13

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**



ArticJh 9 is fhrh7l aHhnYhYin its hntirhtl to rhaYas  
5oJJoBs'

AJJ notichs sfaJJ 7h HaYh in Britinb anYHal 7h bi; hn 7l qhrsonaJ YhJi; hrl or 7l HaiJ. Wxf notichs shnt 7l HaiJsf oxJY7h rhbisthrhY or chrti5hY anY shnt to tfh YhsibnathY contact qhrson 5or hacf qartl anY aYYrhsshYas 5oJJbBs'

To tfh CLT<sub>w</sub>'

Contact e hrson'  
A YYrhss'

Etfan G. F onb, Di; ision Enbinhhr  
Gxrhax o5Enbinhhrinb  
En; ironHhntaJEnbinhhrinb Di; ision  
12yyy Sista DhJ Mar  
erhblrson GJYb., Wkith 2yy  
eJal a DhJ Phl , CA 9y29/

TO CONVULSANT,

Contact e hrson'  
A Yrhss'

Da; iYuhnshn, e.E. S ich erhsiYhnt  
6yy F iJsf irh GoxJh; arY, WWith 04y  
Uos AnbhJhs, CA 9yy10

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

Intentional Jt 5t 7 Janv

APTLCUE 11

## ORDER OF PRECEDENCE

Intentional Jh5t 7Janv

Tfh Contract is fhrh7l aHhnYhYto incJxYh tfh 5oJJoBinb ArticJhs'

## APTLCUE 12

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

AJJ titJhs, sx7titJhs, or fhaYinbs in tfis Contract fa; h 7hhn inshrthY 5or con; hnihnch anYsf aJJ not 7h YhhHhY to a55hct tfh Hhaninb or constrxction o5 anl o5 tfh thrHs or qro; isions fhrho5. Tfh Janbxabh o5 tfis Contract sfaJJ 7h constrxhYaccorYinb to its 5air Hhaninb anYnot strictJJ 5or or abainst tfh CITw or CONWQUTANT. Tfh BorY (CONWQUTANT“ fhrhin tfis Contract incJxYhs tfh qartl or qartihs iYhnti5hYin tfh Contract. Tfh sinbxJar sfaJJ incJxYh tfh qJxraJ i5 tfhrh is Horh tfan onh CONWQUTANT fhrhin, xnJhss hnrhssJJ stathYotf hrBish, tfhir o7Jibations anY Jia7iJitihs fhrhxnYhr sfaJJ 7h point anY sh; hraJ. Qsh o5 tfh 5hHininb,

HascxJinh, or nhxthr bhnYhrs sfaJJ 7h YhhHhY to incJxYh tfh bhnYhrs not xshY.

Tfh nxH7hr o5 oribinaJ thnts o5 tfis Contract sfaJJ 7h h) xaj to tfh nxH7hr o5 tfh qartihs fhrhto, onh thnt 7hinb rhtainhY7l hacf qartl . At tfh CLTwkW oqtion, onh or Horh aYYitionaJ oribinaJ thnts o5 tfis Contract Hal aJso 7h rhtainhY7l tfh CLTw.

#### APTICUE 1/

#### **KEY CONSULTANT PERSONNEL**

- 1/.1 QnJhss otflrbish qro; iYhY or aqqro; hY 7l tfh CLTw, CONWQUTANT sfaJJ xsh its oBn hHqJol hhs to qhr5orH tfh shr; ichs Yhscri7hYin tfis Contract. Tfh CLTw sfaJJ fa; h tfh ribft to rh; ihB anY aqqro; h anl qhrsonnhJ Bfo arh assibnhY to Borv xnYhr tfis Contract. CONWQUTANT abrhhs to rhHo; h qhrsonnhJ 5roH qhr5orHinh Borv xnYhr tfis Contract i5 rh) xhsthY to Yo so 7l tfh CLTw.
- 1/.2 CONWQUTANT BiJJ Yhsibnath vhl consxJtant qhrsonnhJ to iHqJhHhnt tfh Borv on a tasv 7l tasv 7asis. AJJ thcf nicaJ sqheiaJists assibnhY to hacf tasv xnYhr tfis contract sfaJJ 7h sx7pht to tfh ENVINEEPkWaqqro; aJ.
- 1/./ CONWQUTANT abrhhs tfat qhrsonnhJ assibnhY to tfhsh qositions at tfh coHHhnchHhnt o5 shr; ichs xnYhr tfis Contract sfaJJ shr; h in tfhsh qositions as Jonb as rh)xirhY 7l tfh CLTw, anY CONWQUTANT sfaJJ not cfanbh qhrsonnhJ assibnhY to tfhsh qositions Bitfoxt tfh consht anY aqqro; aJ o5 tfh ENVINEEP, qro; iYhYsxcf consht sfaJJ not 7h xnrhasona7Jl Bitf fhJY.

#### APTICUE 13

#### **TERMINATION**

##### **A. ThrHination 5or Con; hnihnch**

CLTw Hal thrHinath tfis Contract 5or CLTwkWcon; hnihnch at anl tiHh 7l qro; iYinb CONWQUTANT tfirtl Yal s Britthn notich. Qqon rhchiqt o5 tfh notich o5 thrHination, CONWQUTANT sfaJJ iHHhYathJl tavn action not to incxr anl aYYitionaJ o7Jibations, costs or hnqhnshs, hnchqt as Hal 7h nhchssarl to thrHinath its acti; itihs. CLTw sfaJJ qal CONWQUTANT its rhasona7Jh anY aJJoBa7Jh costs tfroxbf tfh h55hcti; h Yath o5 thrHination anY tfosh rhasona7Jh anY nhchssarl costs incxrrhY 7l CONWQUTANT to h55hct tfh thrHination. Tfhrrha5thr, CONWQUTANT sfaJJ fa; h no 5xrtfhr cJaiHs abainst CLTw xnYhr tfis Contract. AJJ 5inisfhY anY xn5inisfhY YocxHhnts anY HathriaJs qrocxrhY 5or qroYxchY xnYhr tfis Contract, incJxYinb aJJ inthJhctxaJ qroqhrtl ribfts CLTw is

hntitJhY to, sfaJJ 7hcoHh CLTw qroqhrtl xqon tfh Yath o5 tfh thrHination. CONWQUTANT abrhhs to hnhcxth anl YocxHhnts nhchssarl 5or CLTw to qhr5hct, HhHoriaJi: h, or rhcorY CLTwkW oBnhrsfiq o5ribfts qro; iYhYfhrhin.

G. ThrHination 5or Grhacf o5Contract

1. Enchqt as qro; iYhYin ArticJh 22, i5CONWQUTANT 5aiJs to qhr5orH anl o5tfh qro; isions o5tfis Contract or so 5aiJs to Havh qrobrhss as to hnYanbhr tiHhJl qhr5orHanch o5 tfis Contract, CLTw Hal bi; h CONWQUTANT Britthn notich o5 tfh Yh5axJt. CLTwkWYh5axJt notich BiJJ inYicath Bfhtfhr tfh Yh5axJt Hal 7h cxrhYanYtfh tiHh qhrioYto cxrh tfh Yh5axJt to tfh soJh satis5action o5 CLTw. AYYitionaJl, CLTwkW Yh5axJt notich Hal o55hr CONWQUTANT an oqortxnitl to qro; iYh CLTw Bitf a qJan to cxrh tfh Yh5axJt, Bf icf sfaJJ 7h sx7HitthYto CLTw Bitf in tfh tiHh qhrioYaJloBhY7l CLTw. At CLTwkW soJh Yiscrtion, CLTw Hal acchqt or rhphct CONWQUTANTkWqJan. I5tfh Yh5axJt cannot 7h cxrhYor i5 CONWQUTANT 5aiJs to cxrh Bitf in tfh qhrioYaJloBhY7l CLTw, tfhn CLTw Hal thrHinath tfis Contract Yxh to CONWQUTANTkW7rhacf o5tfis Contract.
2. I5tfh Yh5axJt xnYhr tfis Contract is Yxh to CONWQUTANTkW 5aiJxrh to Haintain tfh insx ranch rh)xirhY xnYhr tfis Contract, CONWQUTANT sfaJJ iHHhYiathJl ' gl" sxsqhnY qhr5orHanch o5 anl shr; ichs xnYhr tfis Contract 5or Bf icf insx ranch Bas rh)xirhYj anY g2" noti5l its hHqJol hhs anY W7consxJtants o5 tfh Joss o5 insx ranch co;hrabh anY ConsxJtantks o7Jibation to sxsqhnY qhr5orHanch o5 shr; ichs. CONWQUTANT sfaJJ not rhcoHHhnhc qhr5orHanch xntiJ CONWQUTANT is 5xJl insxrhY anY in coHqJianch Bitf CLTwkWrh)xirhHhnts.
- /. I5 a 5hYhraJ or stath qrochhYinb 5or rhJih5 o5 Yh7tors is xnYhrtavhn 7l or abainst CONWQUTANT, or i5 CONWQUTANT Havhs an assibnHhnt 5or tfh 7hnh5it o5 crhYitors, tfhn CLTw Hal iHHhYiathJl thrHinath tfis Contract.
3. I5CONWQUTANT hnbabhs in anl Yisf onhst conYxct rhJathY to tfh qhr5orHanch or aYHinistration o5 tfis Contract or ;iolaths CLTwkWJaBs, rhbxJations or qoJicis rhJatinb to Jo77linb, tfhn CLTw Hal iHHhYiathJl thrHinath tfis Contract.

4. Acts o5 MoraJ TxrqitxYh

- a. CONWQUTANT sfaJ iHHhYiathJl notiS CLTw i5 CONWQUTANT or anl Khl ehrson, as Yh5inhY 7hJoB, is cfarbhY Bitf, inYicthY 5or, con; ictY o5, qJhaYs noJo conthnYhrh to, or 5orShits 7aiJ or 5aiJs to aqqhar in coxrt 5or a fharinb rhJathYto, anl act Bf icf constitxts an o55hnsh in; oJ; inb HoraJ txrqitxYh xnYhr 5hYhraJ, stath, or JocaJ JaBs g(Act o5 MoraJ TxrqitxYh“”.

7. I5CONWQUTANT or a Khl ehrson is con; ictY o5, qJhaYs noJo conthnYhrh to, or 5orShits 7aiJ or 5aiJs to aqqhar in coxrt 5or a fharinb rhJathYto, an Act o5 MoraJ TxrqitxYh, CLTw Hal iHHhYiathJl thrHinath tfis Contract.

c. I5CONWQUTANT or a Khl ehrson is cfarbhY Bitf or inYicthY 5or an Act o5 MoraJ TxrqitxYh, CLTw Hal thrHinath tfis Contract a5thr qro; iYinb CONWQUTANT an oqportxnitl to qrhshnt h; iYhncH o5 CONWQUTANTkWa7iJitl to qhr5orH xnYhr tfh thrHs o5tfis Contract.

Y. Acts o5 MoraJ TxrqitxYh incJxYh, 7xt arh not JiHithY to’ ; ioJhnt 5hJonihS as Yh5inhY 7l ehnaJ CoYh Wiction 660.4, criHhs in; oJ; inb Bhaqons, criHhs rhsxJtinb in shrioxs 7oYiJl inpxrl or Yhatf, shrioxs 5hJonihS as Yh5inhY 7l ehnaJ CoYh Wiction 1192.0, anY tfosh criHhs rh5hrhncY in tfh ehnaJ CoYh anY articxJathY in CaJi5ornia ex7Jic Phsoxrchs CoYh Wiction 4163ga”g2”j in aYYition to anY incJxYinb acts o5 HxrYhr, raqh, shmxaJ assaxJt, ro77hrl, viYnaqqinb, fxHan tra55ievinb, qiHqinb, ; oJxntarl HansJaxbfthr, abbra; athY assaxJt, assaxJt on a qhach o55ichr, Hal fhH, 5raxY, YoHhstic a7xsh, hJYhrJl a7xsh, anYcfiJYa7xsh, rhbarYJhss o5Bfhtfhr sxcf acts arh qxnisfa7Jh 7l 5hJonl or HisYhHhanor con; iction.

h. I or tfh qxrqoshs o5 tfis qro; ision, a Khl ehrson is a qrinciqal, o55ichr, or hHqJol hh assibnhY to tfis Contract, or oBnhr gYirhetJl or inYirhetJl, tfroxbf onh or Horh inthrHhYarihs”o5thn qhrchnt or Horh o5 tfh ; otinb qoBhr or h)xitl inthrhsts o5CONWQUTANT.

6. In tñh h; hnt CILw thrHinatñs tñs Contract as qro; iYhYin tñs shction, CILw Hal qrocxrh, xqon sxcñ thrHs anY in tñh Hannhr as CILw Hal YhhH aqqroqriath, shr; ichs siHiJar in scoqh anY Jh; hJ o5 h55ort to tñosh so thrHinatñY, anY CONWQUTANT sñ aJJ 7h Jia7Jh to CILw 5or aJJ o5 its costs anYYaHabhs, incJxYinb, 7xt not JiHithYto, anl hñchss costs 5or sxcñ shr; ichs.

0. I5, a5thr notich o5 thrHination o5 tñs Contract xnYhr tñh qro; isions o5 tñs shction, it is YñthrHinhY5or anl rhason tñat CONWQUTANT Bas not in Yñ5axJt xnYhr tñh qro; isions o5 tñs shction, or tñat tñh Yñ5axJt Bas hñcñsa7Jh xnYhr tñh thrHs o5 tñs Contract, tñh ribfts anY o7Jibations o5 tñh qartihs sñ aJJ 7h tñh saHh as i5 tñh notich o5 thrHination f aY 7hñn issxhY qxrsxant to ArticJh 13 ThrHination 5or Con; hñihñch.

8. Tñh ribfts anY rhHhYihs o5 CILw qro; iYhY in tñs shction sñ aJJ not 7h hñcñxsi; h anYarh in aYYition to anl otñhr ribfts anY rhHhYihs qro; iYhY7l JaB or xnYhr tñs Contract.

C. In tñh h; hnt tñat tñs Contract is thrHinatñY, CONWQUTANT sñ aJJ iHHhYiathJl noti5l aJJ hHqJol hñs anY W7consxJtants, anY sñ aJJ noti5l in Britinb aJJ otñhr qartihs contractñYBitf xnYhr tñh thrHs o5 tñs Contract Bitf in 5i; h Borvinb Yal s o5 tñh thrHination.

#### APTICUE 14

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

AHñnYHñnts, cñanbñs or HoYi5ications to tñh thrHs o5 tñs Contract Hal 7h HaYñ at anl tiHh 7l HxtxaJBritññ abrhñHñnt 7ñtBhññ tñh qartihs fñrñto anY sñ aJJ 7h sibññY7l tñh qñrñons axtf ori; hYto 7inYtñh qartihs tñrñto anY aqqro; hYqñrsxant to tñh qro; isions o5 **Article 5**.

#### APTICUE 16

#### **INDEMNIFICATION AND INSURANCE**

##### 16.1 InYñHñi5ication

Enñhqt 5or tñh acti; h nñbJibññch or BiJJ5xJ HisconYxct o5 tñh CILw, or anl o5 its GoarYs, o55ichrs, abñnts, hHqJol hñs, assibñs, anY sxcñssors in inñhrñst, CONWQUTANT xnYñtavñs anY abrhñs to Yñ5ññY, inYñHñi5l anY f oJYf arHJñss tñh CILw anY anl o5 its GoarYs, o55ichrs, abñnts, hHqJol hñs, assibñs anY sxcñssors in inñhrñst 5ñrñ anY abainst aJJ sñits anY caxñs o5 action, cJaiHs, Josñs, YñHanYs anY hñññññs, incJxYinb 7xt not JiHithYto, attornñl's 5ññs g7otf in-f oxsh anY oxñsiYñ coññññP' anY cost o5 Jitibation gññcJxYinb aJJ actxaJ Jitibation costs incñrrñY7l tñh CILw, incJxYinb 7xt not



JiHithY to, costs o5 hmqhrts anY consxJtants”, YaHabhs or Jia7iJitl o5 anl natxrh Bfatsoh; hr, 5or Yhatf or inpxrl to anl qhrson, incJxYinb CONWQUTANT'WhHqJol hhs anY abhnts, or YaHabh or Yhstrxction o5 anl qroqhrtl o5 hitfhr qartl fhrhto or o5 tfirYqartihs, arisinb in anl Hannhr 7l rhason o5tfh nhbJibhnt acts, hrrors, oHissions or BiJJ5xJHisonYxct inciYhnt to tfh qhr5orHanch o5tf is Contract 7l CONWQUTANT or its sx7consxJtants o5 anl tih. Pibfts anYrhHhYihs a; aiJa7Jh to tfh CLTw xnYhr tfis qro; ision arh cxHxJati; h o5 tfosh qro; iYhY 5or hJshBfhrh in tfis Contract anY tfosh aJJoBhYxnYhr tfh JaBs o5tfh QnithYWaths, tfh Wath o5CaJi5ornia, anYtfh CLTw. Tf h qro; isions o5 ArticJh 16 sfaJJ sxr; i; h hmqiration or thrHination o5tf is Contract.

## 16.2 Insx ranch

Dxrinb tfh thrH o5 tfis Contract anY Bitfoxt JiHitinb CONWQUTANTkW inYhHni5ication o5 tfh CLTw, CONWQUTANT sfaJJ qro; iYh anY Haintain at its oBn hmqhnsh, a qrobraH o5 insx ranch fa; inb tfh co; hrabh anY JiHits cxstoHariJl carrihYanYactxaJJl arranbhY7l CONWQUTANT, 7xt not Jhss tfan tfh aHoxnts anYtl qhs JisthYon tfh Ph) xirhYInsx ranch anYMiniHxH UiHits sfhht gl orH Vhn 136 in Enfi7it D fhrhto”, co; hrinb its oqhrations fhrhxnYhr. Wcf insx ranch sfaJJ con5orH to CLTw rh) xirhHhnts hsta7JisfhY 7l Cfarthr, orYinanch or qoJicl, sfaJJ coHqJl Bitf tfh Insx ranch ContractxaJPh) xirhHhnts gl orH VnhraJ1// in Enfi7it D fhrhto”anYsfaJJ ofthrBish 7h in a 5orH acchqta7Jh to tfh O55ich o5tfh Citl AYHinstrati; h O55chr, Pisv ManabhHhnt. CONWQUTANT sfaJJ coHqJl Bitf aJJ Insx ranch ContractxaJPh) xirhHhnts sf oBn on Enfi7it D fhrhto. Enfi7it D is fhrh7l incorqorathY7l rh5hrhncn anYHaYh a qart o5tf is Contract.

## ARTICUE 10

## **INDEPENDENT CONTRACTORS**

CONWQUTANT is actinb fhrhxnYhr as an inYhqhnYhnt consxJtant anY not as an abhnt or hHqJol hh o5tfh CLTw. CONWQUTANT sfaJJ not rhqrhshnt or ofthrBish foJYox tishJ5 or anl o5 its Yirhctors, o55ichrs, qartnhrs, hHqJol hhs, or abhnts to 7h an abhnt or hHqJol hh o5tfh CLTw.

## ARTICUE 18

## **u ARRANTY AND RESPONSIBILITY OF CONSULTANT**

18.1 CONWQUTANT Barrants tfat tfh Borv fhrhxnYhr sfaJJ 7h coHqJlthY in a Hannhr consisthnt Bitf qro5hssionaJ stanYarYs qractichYaHonb tfosh 5rHs Bitfin CONWQUTANT'Wqro5hssion, Yoinb tfh saHh or siHiJar Borv xnYhr tfh saHh or siHiJar circxHstanchs.

18.2 CONWQUTANT sfaJJ 7h rhsqonsi7Jh 5or tfh qro5hssionaJ) xaJitl, thef nicaJ accxracl, tiHhJl coHqJlthion, anYtfh coorYination o5 aJJ Yhsibns, YraBinbs, sqhci5ications, rhqorts, anY

otfhr shr; ichs 5xrnisfhY 7l CONWQUTANT xnYhr tfis Contract. CONWQUTANT sfaJJ, at no aYitonaJ cost to CLTw, corrhct or rh; ish anl hrrors, oHissions, or otfhr Yh5cihncihs in its Yhsibns, YraBinbs, sqhci5ications, rhqorts, caJcxJations, anYotfhr shr; ichs.

18./ Tfh CONWQUTANT sfaJJ hmf7it qroqhr qro5hssionaJ pYbHhnt in tfh xsh o5 in5orHation 5xrnisfhY 7l CLTw in ArticJh 3. In tfh h; hnt tf at saiYin5orHation is not YhJi; hrhYtiHhJl or tfat it is Yisco; hrhY to 7h incorrhct or HisJhaYnb, CONWQUTANT BiJJ noti5l tfh CLTw in a rhasona7Jh Hannhr a5thr tfh Yisco; hrl o5 sxcf tarYinhss or incorrhct or HisJhaYnb in5orHation anY qroHqtJl Havh a YhthrHination o5 its costs anY scfhYxJh iHqact on tfis Contract, as BhJJ as rhcoHHhnYations 5or tfh corrhction o5 sxcf incorrhct or HisJhaYnb in5orHation.

18.3 CONWQUTANT sfaJJ qhr5orH sxcf qro5hssionaJ shr; ichs as Hal 7h nhchssarl to accoHqJisf tfh Borv rh) xirhYto 7h qhr5orHhYxnYhr tfis Contract in accorYanch Bitf tfis Contract.

18.4 Enchqt as sqhci5hY in ArticJh 16 anY as otfhrBish qro; iYhY in tfis Contract, tfh CONWQUTANT sfaJJ 7h anY sfaJJ rhHain Jia7Jh, in accorYanch Bitf aqqJica7Jh JaB, 5or aJJ YaHabhs to CLTw caxshY 7l CONWQUTANT'W nhbJibhnt qhr5orHanch o5 anl o5 tfh shr; ichs 5xrnisfhY xnYhr tfis Contract, hneht 5or hrrors, oHissions, or otfhr Yh5cihncihs to tfh hnthtnt attri7xta7Jh to CLTw, CLTw-5xrnisfhY Yata, or anl t7irYqartl .

## APTICUE 19

## **On NERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### 19.1 OBnhrsfiq o5 Data anYUichnsh

19.1.1 QnJhss otfhrBish qro; iYhY 5or fhrhin, aJJ F orv eroYxets oribinathY anY qrhqarhY 7l CONWQUTANT or its sx7consxJtants o5 anl tihr xnYhr tfis Contract sfaJJ 7h anY rhHain tfh hneJksi; h qroqhrtl o5 tfh CLTw 5or its xsh in anl Hannhr it YhhHs aqqroqriath. F orv eroYxets arh aJJ Borvs, tanbi7Jh or not, crhathY xnYhr tfis Contract incJxYnb, Bitfoxt JiHitation, YocxHhnts, HathriaJ, Yata, rhqorts, HanxaJs, sqhci5ications, artBorv, YraBinbs, svhtcfhs, coHqxthr qrobraHs anY Yata7ashs, scfhHatices, qfotobraqfs, ; iYho anY axYio; isxaJ rhcorYnbs, soxnY rhcorYnbs, Harvs, Jobos, braqfic Yhsibns, noths, Bh7siths, YoHain naHhs, in; hntions, qrochsshs, 5orHxJas Hatthrs anY coH7inations t7hrho5, anYaJJ 5orHs o5 inthJhctxaJ qroqhrtl . CONWQUTANT fhrh7l assibns, anY abrhhs to assibn, aJJ

booYBiJl, coql ribft, traYhHarv, qathnt, traYh sherht anYaJl  
otfhr inthJhctxaJ qroqhrtl ribfts BorJYBiYh in anl F orv  
eroYxcts oribinathYanYqrhqrhY7l CONWQUTANT xnYhr  
tfis Contract. CONWQUTANT 5xrtfhr abrhhs to hnhcxth anl  
YocxHhnts nhchssarl 5or tfh CLTw to qhr5hct, HhHoriaJi: h,  
or rhcorYtfh CLTwkWoBnhrsfiq o5ribfts qro; iYhYfhrhin.

19.1.2 F itf rhbarY to tfh 7asis 5or  
Yhsibn caJcxJations anYhnbinhhrinb noths, sxcf Yata sfaJl 7h  
qro; iYhY to tfh CLTw in g" farY co; hr qost 7inYhrs",  
aqgroqriathJl inYhnhY, on tf in Ml Jar stocv or booY) xaJitl  
qaqhr satis5actorl 5or rhqroYxction.

19.1./ I or aJl F orv eroYxcts  
YhJi; hrhYto tfh CLTw tfat arh not oribinathYor qrhqrhY7l  
CONWQUTANT or its sx7consxJtants o5 anl tihr xnYhr tfis  
Contract, CONWQUTANT fhrh7l brants a non-hnJxsi; h  
qhrqhtxaJ Jichnsh to xsh sxcf F orv eroYxcts 5or anl CLTw  
qxrqoshs.

19.1.3 CONWQUTANT sfaJl not  
qro; iYh or YiscJosh anl F orv eroYxcts to anl tfirY qartl  
Bitfoxt qrior Britthn consht o5tfh CLTw.

19.1.4 AJl YocxHhnts, in5orHation  
anY qrh-hnistinb HathriaJs qro; iYhY 7l CLTw to  
CONWQUTANT anY its sx7consxJtants arisinb oxt o5 or  
rhJathY to tfis Contract sfaJl rhHain tfh qroqhrtl o5 tfh  
CLTw. Tfh CONWQUTANT Hal not xsh, Yistri7xth or  
otfhrBish Havh qx7Jic in anl Hannhr, hitfhr 5or qro5t or not  
5or qro5t, anl o5 tfh in5orHation, YocxHhntation, or  
qrochYxrhs Yh; hJoqY 5or tfh CLTw fhrhxnYhr Bitfoxt tfh  
qrior Britthn consht o5tfh CLTw. CONWQUTANT 5xrtfhr  
abrhhs to hnhcxth anl YocxHhnts nhchssarl 5or tfh CLTw to  
qhr5hct, HhHoriaJi: h, or rhcorYtfh CLTwkWoBnhrsfiq o5  
ribfts.

19.1.6 Anl sx7contract hnthrhY into  
7l CONWQUTANT rhJatinb to tfis Contract, to tfh hnthnt  
aJlBhYfhrhxnYhr, sfaJl incJxYh a Jivh qro; ision 5or Borv to  
7h qhr5orHhY xnYhr tfis Contract to contractxaJl 7inY or  
otfhrBish o7Jibh its sx7consxJtants qhr5orHinb Borv xnYhr  
tfis Contract sxcf tfat tfh CLTwkWoBnhrsfiq anY Jichnsh  
ribfts o5aJl F orv eroYxcts arh qrhshr; hYanY qrothethY as  
inthnYhYfhrhin. I aiJxrh o5CONWQUTANT to coHqJl Bitf  
tfis rh)xirhHhnt or to o7tain tfh coHqJianch o5 its

sx7consxJtants Bitf sxcf o7Jibations sfaJJ sx7phct  
CONWQUTANT to tfh iHqosition o5 anl anYaJJ sanctions  
aJJoBhY 7l JaB, incJxYinb 7xt not JiHithY to thrHination o5  
CONWQUTANTkWContract Bitf tfh CLTw.

19.1.0 CONWQUTANT abrhhs tfat a  
Honhtarl rhHhYl 5or 7rhacf o5 tfis Contract Hal 7h  
inaYh) xath, iHqractica7Jh, or Yi55icxJt to qro; h anY tfat a  
7rhacf Hal caxsh CLTw irrhqara7Jh farH. CLTw Hal  
tfhrh5orh hn5orch tfis rh)xirhHhnt 7l shhvinb inpxncti; h  
rhJih5 anY sqhci5ic qhr5orHanch, Bitfoxt anl nhchssitl o5  
sfoBinb actxaJ YaHabh or irrhqara7Jh farH. Whhvinb  
inpxncti; h rhJih5 or sqhci5ic qhr5orHanch Yohs not qrhcJxYh  
CLTw 5roH shhvinb or o7taininb anl otflhr rhJih5 to Bfief  
CLTw Hal 7h hntitJhY.

## 19.2 InthJhctxaJeroqhrtl F arrantl

19.2.1 CONWQUTANT rhqrhshnts  
anY Barrants tfat its qhr5orHanch o5 aJJ o7Jibations xnYhr  
tfis Contract Yohs not in5rinbh in anl Bal, YirhctJl or  
contri7xtoriJl, xqon anl tfirY qartl ks inthJhctxaJ qroqhrtl  
ribfts, incJxYinb, Bitfoxt JiHitation, qathnts, coql ribfts,  
traYhHarvs, traYh shcrhts, ribfts o5 qx7Jicitl anYqroqrihtarl  
in5orHation.

## 19./ InthJhctxaJeroqhrtl InYhHni5ication

19./ .1 CONWQUTANT, at its oBn  
hnqhnsh, xnYhrtavhs anY abrhhs to Yh5nnY, inYhHni5l, anY  
foJY farHJhss tfh CLTw, anY anl o5 its GoarYs, o55ichrs,  
abhnts, hHqJol hhs, assibns, anY sxcchssors in inthrhst 5roH  
anY abainst aJJ sxits anY caxshs o5 action, cJaiHs, Josshs,  
YhHanYs anY hnqhnshs, incJxYinb 7xt not JiHithY to,  
attornhl ks 5hhs g7otf in-f oxsh anYoxtsiYh coxnshP” anYcost  
o5 Jitibation gincJxYinb aJJ actxaJ Jitibation costs incxrrhY 7l  
tfh CLTw, incJxYinb 7xt not JiHithY to, costs o5 hnqhrts anY  
consxJtants”, YaHabhs or Jia7iJitl o5 anl natxrh Bfatsoh; hr  
arisinb oxt o5 tfh in5rinbhHhnt, actxaJ or aJJhbhY, Yirhct or  
contri7xtorl, o5 anl inthJhctxaJ qroqhrtl ribfts, incJxYinb,  
Bitfoxt JiHitation, qathnts, coql ribfts, traYhHarvs, traYh  
shcrhts, ribfts o5 qx7Jicitl anYqroqrihtarl in5orHation gl”on  
or in anl Yhsibn, HhYixH, Hatthr, articJh, qrochss, HhtfoY,  
aqqJication, h) xiqHhnt, Yh; ich, instrxHhntation, so5tBarh,  
farYBarh, or 5rHBarh xshY 7l CONWQUTANT, or its  
sx7consxJtants o5 anl tih, in qhr5orHinb tfh Borv xnYhr tfis

Contractj or g2” as a rnsxJt o5 tfh CLTwkWactxaJ or inthnYhY xsh o5 anl F orv eroYxct 5xnisfhY 7l CONWQUTANT, or its sx7consxJtants o5 anl tih, xnYhr tfh Contract. Pibfts anY rhHhYihs a; aiJa7Jh to tfh CLTw xnYhr tfis qro; ision arh cxHxJati; h o5 tfosh qro; iYhY 5or hJshBfhrh in tfis Contract anY tfosh aJJoBhY xnYhr tfh JaBs o5 tfh QnithY Waths, tfh Wath o5 Cali5ornia, anYtfh CLTw. Tfh qro; isions o5 **Article nd** sf aJJ sxr; i; h hmqiration or thrHination o5 tfis Contract.

19./ .2 In CONWQUTANTkWyh5hsh o5 tfh CLTw Yh5hYants, nhbotiation, coHqroHish, anY shtJhHhnt o5 anl sxcf in5rinbhHhnt action, tfh Uos AnbhJhs Citl Attornhl ks O55ich sf aJJ rhtain Yiscrhtion in anY controJ o5 tfh Jitibation, nhbotiation, coHqroHish, shtJhHhnt, anY aqphaJs tfhrh5roH, as rh)xirhY 7l tfh Uos AnbhJhs Citl Cfarthr, qarticxJarJl ArticJh IL, Wictions 201, 202 anY 20/ tfhrho5.

19./ ./ F fhrh anl F orv eroYxct 5xnisfhY 7l CONWQUTANT ga” 7hcoHhs tfh sx7phct o5 an action, g7” is aYpYicathY as in5rinbinb a tfirY qartl ks InthJhctxaJ eroqhrtl ribft, or g” fas its xsh hnpoinhY or Jichnsh thrHinathYj CONWQUTANT sf aJJ, Bitf tfh CLTwkW consht, Yo onh o5 tfh 5oJJoBinb iHHhYathJl . CONWQUTANT sf aJJ at its hmqhsh hitfhr’

i” qrocxrh 5or tfh CLTw tfh ribft or Jichnsh to continxh xsinb tfh F orv eroYxctj or

ii” rhqJach tfh F orv eroYxct Bitf a 5xnctionaJl h) xi; aJhnt, non-in5rinbinb qroYxct.

Enhreish o5 anl o5 tfh a7o; h-HhntionhY oqtions sf aJJ not caxsh xnYxh 7xsinhss inthrrxqtion to tfh CLTw or Yihinisf tfh inthnYhY 7hnh5its anY xsh o5 tfh F orv eroYxct 7l tfh CLTw xnYhr tfis Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhss ofthrBish hnhHqt, tfis Contract is sx7phct to tfh aqqJica7Jh non-YiscrHination, h) xaJ 7hnh5its, h) xaJhHqJol Hhnt qRACTichs, anYa55irHati; h action qrobraH qro; isions in UAAC Wiction 1y.8 ht sh) ., as aHhnYhY 5roH tiHh to tiHh.



A. CONWQUTANT sfaJJ coHqJl Bitf tfh aqqJica7Jh non-YiscrIHination anY a55rHati; h action qro; isions o5 tfh JaBs o5 tfh QnithY Waths o5 AHhrica, tfh Wath o5 CaJiSornia, anY ClTw. In qhr5orHinb tfis Contract, CONWQUTANT sfaJJ not YiscrIHinath in anl o5 its firinb or hHqJol Hhnt qractichs abainst anl hHqJol hh or aqqJicant 5or hHqJol Hhnt 7hcaxsh o5 sxcf qhrsonks rach, coJor, rhJibion, nationaJ oribin, anchstrl , shm shmxaJ orihntation, bhnYhr, bhnYhr iYhntitl , abh, Yisa7iJitl , YoHhstic qartnhr statxs, HaritaJ statxs or HhYicaJ conYition.

G. Tfh rh)xirhHhnts o5 Wiction 1y.8.2.1 o5 tfh UAAC, tfh E)xaJ Ghnh5its OrYinanch, anY tfh qro; isions o5 Wiction 1y.8.2.1g5' arh incorqorathYanYHaYh a qart o5 tfis Contract 7l rh5hrhnh.

C. Tfh qro; isions o5 Wiction 1y.8./ o5 tfh UAAC arh incorqorathY anY HaYh a qart o5 tfis Contract 7l rh5hrhnh anYBiJJ 7h vnoBn as tfh (E) xaJ EHqJol Hhnt eractichs“ qro; isions o5 tfis Contract.

D. Tfh qro; isions o5 Wiction 1y.8.3 o5 tfh UAAC arh incorqorathY anY HaYh a qart o5 tfis Contract 7l rh5hrhnh anYBiJJ 7h vnoBn as tfh (A55rHati; h Action erobraH“ qro; isions o5 tfis Contract.

Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhYxnYhr tfis Contract Hxst incJxYh an iYhnticaJ qro; ision

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONWQUTANT abrhhs anY o7Jibaths itshJ5 to xtiJi:h tfh shr; ichs o5 Minoritl Gxsinhss Enthrqrish gMGE”, F oHhn Gxsinhss Enthrqrish gF GE”, WHaJJ Gxsinhss Enthrqrish gWGE”, EHhrbinb Gxsinhss Enthrqrish gEGE”, Disa7JhY Shthran Gxsinhss Enthrqrish gDS GE”, anY Otfhr Gxsinhss Enthrqrish gOGE” 5rHs on a Jh; hJ so YhsibnathY in its qroqosaJ. CONWQUTANT chrti5hs tfat it fas coHqJihYBitf tfh Gxsinhss IncJxsion erobraH oxtrhacf rh)xirhHhnts o5 Mal oraJ Enhexti; h Dirhcti; h 13, Bficf is incJxYhY as AttacfHhnt 0 to tfh Ph)xhst 5or RxaJifications. CONWQUTANT sfaJJ not cfanbh anl o5 tfh YhsibnathYsx7consxJtants or rhYxch tfhir Jh; hJ o5 h55ort Bitfoxt qrior Britthn aqqro; aJ o5 tfh ClTw qro; iYhYtfat sxcf aqqro; aJ BiJJ not 7h xnrhasona7Jl Bitf fhJY.

CONWQUTANT fas sx7HitthY tfh Uist o5 eothntiaJ MGEzF GEzWGEzEGEzDS GEzOGE W7consxJtants aEhkiWt C – Scke19le A( aJonb Bitf tfhir qroqosaJ. At tfh tiHh a sqhci5ic tasv Borv orYhr is assibnhYto tfh consxJtant, tfh consxJtant Hxst sx7Hit tfh Tasv F orv OrYhr Uist o5 W7consxJtants aEhkiWt C - Scke19le B(. Dxrinhb tfh thrH o5 tfh

contract, tfh CONWQUTANT Hxst sx7Hit tfh MGEÆ GEÆWGEÆGEÆDS GEÆOGE QtiJi:ation ero5Jh aEhkiWt C - Scke19le C( Bfhn sx7Hittinb an in; oich to tfh Citl . Qqon hmqiration or thrHination o5 tfh contract, a sxHHarl o5 tfhsh rheorYs sfaJJ 7h qrhqarhY on tfh "I inaJ W7consxJtinb Phqort" 5orH aEhkiWt C - Scke19le D( anY chrti5hY corrhct 7l tfh CONWQUTANT or its axtfori: hY rhqrhshntati; h. Tfh coHqJhthY 5orH sfaJJ 7h 5xrnisfhY to tfh CITw Bitf in 14 Borvinb Yal s a5thr hmqiration or thrHination o5 tfh contract.

CONWQUTANT abrhhs anY o7Jibaths itshJ5 to xtiJi:h tfh shr; ichs o5 Minoritl , F oHhn, WHaJJ, EHhrbinb, Disa7JhYS hthran, anYotfhr Gxsinhss Enthrqrish gMGEÆ GEÆWGEÆGEÆDS GEÆOGE” 5rHs on a Jh; hJ so YhsibnathY in its qroqosaJ, i5anl . Tfh CITw fas sht anticiqathYqarticipation Jh; hJs o5 18% MGE, 3% F GE, 24% WGE, 8% EGE, anY/ % DS GE.

## APTICUE 22

### **Ex CUSABLE DELAYS**

Nhitfhr qartl sfaJJ 7h Jia7Jh 5or its YhJal or 5aiJxrh to qhr5orH anl o7Jibation xnYhr anYin accorYanch Bitf tfis Contract, i5tfh YhJal or 5aiJxrh arishs oxt o5 5rhs, 5JooYs, hartf) xavhs, hqiYhHics, ) xarantinh rhstrinctions, otfhr natxraJ occxrrhncs, strivhs, Jocvoxts gotfhr tfan a Jocvoxt 7l tfh qartl or anl o5 tfh qartl's W7consxJtants”, 5hibft hH7arbohs, thrriorist acts, insxrrhctions or otfhr ci; iJ Yistxr7anchs, or otfhr siHiJar h; hnts to tfosh Yhseri7hY a7o; h, 7xt in hacf cash tfh YhJal or 5aiJxrh to qhr5orH Hxst 7h 7hl onYtfh controJ anYBitfoxt anl 5axJt or nhbJibhncch o5 tfh qartl YhJal hY or 5aiJinb to qhr5orH gfhsh h; hnts arh rh5hrrhY to in tfis qro; ision as "I orch Maphxrh E; hnts””.

NotBitfstanYinb tfh 5orhboinb, a YhJal or 5aiJxrh to qhr5orH 7l a W7consxJtant o5 CONWQUTANT sfaJJ not constitxth a I orch Maphxrh E; hnt, xnJhss tfh YhJal or 5aiJxrh arishs oxt o5 caxshs 7hl onYtfh controJ o5 7otf CONWQUTANT anY W7consxJtant, anY Bitfoxt anl 5axJt or nhbJibhncch o5 hitfhr o5 tfhH. In sxcf cash, CONWQUTANT sfaJJ not 7h Jia7Jh 5or tfh YhJal or 5aiJxrh to qhr5orH, xnJhss tfh booYs or shr; ichs to 7h 5xrnisfhY 7l tfh W7consxJtant Bhrrh o7taina7Jh 5roH otfhr soxrchs in sx55cihnt tiHh to qhrHit CONWQUTANT to qhr5orH tiHhJl . As xshYin tfis Contract, tfh thrH "W7consxJtant" Hhans a sx7consxJtant at anl tihr.

In tfh h; hnt CONWQUTANTkwyhJal or 5aiJxrh to qhr5orH arishs oxt o5 a I orch Maphxrh E; hnt, CONWQUTANT abrhhs to xsh coHHhrciaJll rhasona7Jh 7hst h55orts to o7tain tfh booYs or shr; ichs 5roH otfhr soxrchs, anYto otfhrBish Hitibath tfh YaHabhs anYrhYxch tfh YhJal caxshY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 2/

### **SEVERABILITY**

WoxJY anl qortion o5 tfis Contract 7h YnthrhinhY to 7h ;oiY or xnhn5orcha7Jh, sxcf sfaJJ 7h sh; hrhY 5roH tfh BfoJh anYtfh Contract BiJJ continxh as HoYi5hY.

#### APTICUE 23

#### **DISPUTES**

WoxJYa Yisqxth or contro; hrsl arish conchrninb qro; isions o5tfis Contract or tfh qhr5orHanch o5 Borv fhrhxnYhr, tfh qartihs Hal hJhet to sx7Hit sxcf to a coxrt o5 coHqhthnt prisYiction.

#### APTICUE 24

#### **ENTIRE CONTRACT**

Tfis Contract shts 5ortf aJJ o5tfh ribfts anYYxtihs o5tfh qartihs Bitf rhsqhet to tfh sx7phct Hatthr fhrho5, anYrhqJachs anl anYaJJ qrh; ioxs Contracts or xnYhrstanYinbs, Bfhtf hr Britthn or oraJ, rhJatinb tfhrhto. Tfis Contract Hal 7h aHhnYhYonJl as qro; iYhY5or in ArticJh 14 fhrho5.

#### APTICUE 26

#### **APPLICABLE LAu , INTERPRETATION AND ENFORCEMENT**

Eacf qartl's qhr5orHanch fhrhxnYhr sfaJJ coHqJl Bitf aJJ aqqJica7Jh JaBs o5 tfh QnithY Waths o5 AHhrica, tfh Wath o5 CaJi5ornia, anYtfh CITw, incJxYinb 7xt not JiHithY to, JaBs rhbarYinb fhaJtf anYsa5htl, Ja7or anY hHqJol Hhnt, Babh anYfoxrs anYJichnsinb JaBs Bfief a55het hHqJol hhs. Tfis Contract sfaJJ 7h hn5orchYanYinthrqrhthYxnYhr tfh JaBs o5tfh Wath o5 CaJi5ornia Bitfoxt rhbarYto con5lict o5 JaB qrinciqJhs. CONWQUTANT sfaJJ coHqJl Bitf nhB, aHhnYhY, or rh; ishY JaBs, rhbxJations, anYxor qrochYxrhs tfat aqqJl to tfh qhr5orHanch o5tfis Contract.

In anl action arisinb oxt o5 tfis Contract, CONWQUTANT conshts to qhrsonaJ prisYiction, anYabrhs to 7rinb aJJ sxcf actions, hncJxsi; hJl in stath or 5hYhraJ coxrts JocathYin Uos AnbhJhs

I5 anl qart, thrH or qro; ision o5 tfis Contract is fhJY ;oiY, iJhbaJ, xnhn5orcha7Jh, or in con5lict Bitf anl JaB o5 a 5hYhraJ, stath or JocaJ bo; hrnHhnt fa; inb prisYiction o; hr tfis Contract, tfh ;aJiYitl o5 tfh rhHaininb qarts, thrHs or qro; isions o5 tfh Contract sfaJJ not 7h a55hethY tfhrh7l .

#### APTICUE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REb UIRED**

I5 aqqJica7Jh, CONWQUTANT rhqrshnts tfat it fas o7tainhYanYqrshntJl foJYs tfh Gxsinhss TamPhbistration Chrti5icathgs" rh) xirhY 7l tfh CITw'W Gxsinhss Tam OrYinanch, Wction 21.yy *et seq.* o5 tfh Uos AnbhJhs

Mxniciqaj CoYh. I or tfh thrH co; hrhY 7l tfis Contract, CONWQUTANT sfaJJ Haintain, or o7tain as nhchssarl , aJJ sxcf Chrti5caths rh)xirhY o5 it xnYhr tfh Gxsinhss TamOrYinanch, anYsf aJJ not aJJ oB anl sxcf Chrti5cath to 7h rh; ovhY or sxsqhnYhY.

#### APTICUE 28

#### **BONDS**

AJJ 7onYs rh)xirhY 7l ClTw sfaJJ 7h 5JhY Bitf tfh O55ich o5 tfh Citl AYHinstrati; h O55ichr, Pisv ManabhHhnt 5or its rh; ihB anYacchqtanch in accorYanch Bitf Uos AnbhJhs AYHinstrati; h CoYh gUAAC"" Wctions 11.30 ht sh) ., as aHhnYhY 5roH tiHh to tiHh.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

Tfis Contract is sx7phct to tfh CfijYWqqort AssibnHhnt OrYhrs OrYinanch, Wction 1y.1y o5 tfh Uos AnbhJhs AYHinstrati; h CoYh, as aHhnYhY 5roH tiHh to tiHh. CONWQUTANT is rh)xirhY to coHqJhth a Chrti5cation o5 CoHqJianch Bitf CfijY Wqqort O7Jibations Bfief is attacfhY fhrhto as **EhkiWt E** anYincororathYfhrhin 7l tfis rh5rhnhc. exrsxant to tfh CfijY Wqqort AssibnHhnt OrYhrs OrYinanch, CONWQUTANT BiJJ 5xJJ coHqJl Bitf aJJ aqqJica7Jh stath anY5hYhraJhHqJol Hhnt rhqortinb rh)xirhHhnts 5or CONWQUTANTkWhHqJol hhs. CONWQUTANT sfaJJ also chrti5 gl" tfat tfh qrinciqaj oBnhrgs" o5 CONWQUTANT is garh" in coHqJianch Bitf anl F abh anY Earninbs AssibnHhnt OrYhrs anY Notichs o5 AssibnHhnt aqqJica7Jh to tfhH qhrsonaJJ j g2" tfat CONWQUTANT BiJJ 5xJJ coHqJl Bitf aJJ JaB5xJJ shr; hYF abh anYEarninbs AssibnHhnt OrYhrs anYNotichs o5 AssibnHhnt in accorYanch Bitf Wction 42/ y, *et seq.* o5 tfh CaJi5ornia I aHiJl CoYhj anYg" tfat CONWQUTANT BiJJ Haintain sxcf coHqJianch tfroxbf oxt tfh thrH o5tfis Contract.

exrsxant to Wction 1y.1yg7" o5 tfh Uos AnbhJhs AYHinstrati; h CoYh, 5aiJxrh o5 CONWQUTANT to coHqJl Bitf aJJ aqqJica7Jh rhqortinb rh)xirhHhnts or to iHqJhHhnt JaB5xJJ shr; hY F abh anY Earninbs AssibnHhnt OrYhrs anY Notichs o5 AssibnHhnt, or tfh 5aiJxrh o5 anl qrinciqaj oBnhrgs" o5 CONWQUTANT to coHqJl Bitf anl F abh anY Earninbs AssibnHhnt OrYhrs or Notichs o5 AssibnHhnt aqqJica7Jh to tfhH qhrsonaJJ , sfaJJ constitxth a Yh5axJt 7l tfh CONWQUTANT xnYhr tfis Contract, sx7phctinb tfis Contract to thrHination i5 sxcf Yh5axJt sfaJJ continxh 5or Horh tfan ninhtl g9y" Yal s a5thr notich o5 sxcf Yh5axJt to CONWQUTANT 7l tfh ClTw.

Anl sx7contract hnthrhY into 7l CONWQUTANT, to tfh hnthnt aJJ oBhY fhrhxnYhr, sfaJJ incJxYh a Jivh qro; ision 5or Borv to 7h qhr5orHhY xnYhr tfis Contract. I aiJxrh o5 CONWQUTANT to o7tain coHqJianch o5 its sx7consxJtants sfaJJ constitxth a Yh5axJt 7l CONWQUTANT xnYhr tfis Contract, sx7phctinb tfis Contract to thrHination Bfhrh sxcf Yh5axJt sfaJJ

continxh 5or Horh tfan ninhtl g9y” Yal s a5thr notich o5 sxcf Yh5axJt to CONWQUTANT 7l tfh ClTw.

CONWQUTANT chrti5hs tfat, to tfh 7hst o5 its vnoBjhYbh, it is 5xJl coHqJl inb Bitf tfh Earninbs AssibnHhnt OrYhrs o5 aJl hHqJol hhs, anY is qro; iYinb tfh naHhs o5 aJl nhB hHqJol hhs to tfh NhB d irh Phbistrl HaintainhY 7l tfh EHqJol Hhnt Dh; hJoqHhnt DhqartHhnt as sht 5ortf in Wiction 011yg7” o5 tfh Cali5ornia ex7Jic Contract CoYh.

#### APTICUE / y

#### **LIVING u AGE ORDINANCE**

CONWQUTANT sfaJl coHqJl Bitf tfh Ui; inb F abh OrYinanch, UAAC Wiction 1y./ 0 ht sh) ., as aHhnYhY 5roH tiHh to tiHh. CONWQUTANT 5xrtfhr abrhhs tfat it sfaJl coHqJl Bitf 5hYhraJ JaB qroscri7inb rhtaJiation 5or xnion orbani: inb. Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhY xnYhr tfis Contract Hxst incJxYh an iYhticaJ qro; ision.

#### APTICUE / 1

#### **SERVICE CONTRACTOR u ORKER RETENTION ORDINANCE**

CONWQUTANT sfaJl coHqJl Bitf tfh Wrr; ich Contractor F orvhr Phthntion OrYinanch, UAAC Wiction 1y./ 6 ht sh) ., as aHhnYhY 5roH tiHh to tiHh. Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhYxnYhr tfis Contract Hxst incJxYh an iYhticaJ qro; ision.

#### APTICUE / 2

#### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhqrhshnts anYchrti5hs tfat’

- A. CONWQUTANT sfaJl coHqJl Bitf tfh AHhricans Bitf Disa7iJitihs Act, as aHhnYhY, 32 Q.WC. Wiction 121y1 ht sh) ., tfh Phfa7iJitation Act o5 190/ , as aHhnYhY, 29 Q.WC. Wiction 0y1 ht sh) ., tfh I air d oxsinb Act, anY its iHqJhHhntinb rhbxJations anY anl sx7sh) xhnt aHhnYHhnts, anY Cali5ornia Vo; hrnHhnt CoYh Wiction 111/ 4j
- G. CONWQUTANT sfaJl not YiscriHinath on tfh 7asis o5 Yisa7iJitl or on tfh 7asis o5 a qhrsonks rhJationsfiq to, or association Bitf, a qhrson Bfo fas a Yisa7iJitl j
- C. CONWQUTANT sfaJl qro; iYh rhasona7Jh accoHHoYation xqon rh) xhst to hnsxrh h) xaJ acchss to ClTw-5xnYhY qrobraHs, shr; ichs anY acti; itihsj
- D. Constrxction BiJl 7h qhr5orHhY in accorYanch Bitf tfh Qni5orH



I hYhraJ Acchssi7iJitl WanYarYs gQI AW, 23 C.I .P. eart 3yj anY

E. Tfh 7xiYinbs anY 5aciJitihs xshY to qro; iYh shr; ichs xnYhr tfis Contract arh in coHqJianch Bitf tfh 5hYhraJ anY stath stanYarYs 5or acchssi7iJitl as sht 5ortf in tfh 2yly ADA WanYarYs, CaJi5ornia TitJh 23, Cfaqthr 11, or otfhr aqqJica7Jh 5hYhraJ anY stath JaB.

CONWQUTANT xnYhrstanYs tf at CLTw is rhJl inb xqon tfhsh chrti5ications anYrhqrhshntations as a conYition to 5xnYinb tfis Contract. Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhY xnYhr tfis Contract Hxst incJxYh an iYhnticaJ qro; ision.

#### APTICUE //

#### **u AIVER**

A Bai; hr o5 a Yh5axJt o5 anl qart, thrH or qro; ision o5 tfis Contract sf aJl not 7h constrxhYas a Bai; hr o5 anl sxcchhYinb Yh5axJt or as a Bai; hr o5 tfh qart, thrH or qro; ision itshJ5. A qartl ks qhr5orHanch a5hr tfh otfhr qartl ks Yh5axJt sf aJl not 7h constrxhYas a Bai; hr o5 tf at Yh5axJt.

#### APTICUE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONWQUTANT Hal not, xnJhss it fas 5rst o7tainhYtfh Britthn qhrHission o5 tfh CLTw'

ga'' Assibn or otfhrBish aJihnath anl o5 its ribfts xnYhr tfis Contract, incJxYinb tfh ribft to qal Hhntj or

g7'' DhJhbath, sx7contract, or otfhrBish trans5hr anl o5 its Yxtihs xnYhr tfis Contract.

#### APTICUE / 4

#### **PERMITS**

CONWQUTANT anYits Yirhctors, o55chrs, qartnhrs, abhnts, hHqJol hhs anY sx7consxJtants, to tfh hnthnt aJJoBhY fhrhxnYhr, sf aJl o7tain anYHaintain aJl Jichnshs, qhrHits, chrti5ications anY otfhr YocxHhnts nhchssarl 5or CONWQUTANTkWqhr5orHanch fhrhxnYhr anY sf aJl qal anl 5hhs rh) xirhY tfhrh5or. CONWQUTANT chrti5ihs to iHHhYiathJl noti5l tfh CLTw o5 anl sxsqhnsion, thrHination, Jaqshs, non-rhnhBaJs, or rhstrinctions o5 Jichnshs, qhrHits, chrti5icaths, or otfhr YocxHhnts.

#### APTICUE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONWQUTANT sf aJl qroHqtJl qal Bfhn Yxh aJl aHoxnts qal a7Jh 5or Ja7or anYHathriaJs 5xrnisf hYin tfh qhr5orHanch o5 tfis Contract so as to qrh; hnt anl Jihn or otfhr cJaiH xnYhr anl qro; ision o5 JaB 5roH arisinb abaint anl CLTw qroqhrtl gincJxYinb rhqorts, YocxHhnts, anY otfhr tanbi7Jh or intanbi7Jh Hatthr qroYxchY 7l CONWQUTANT fhrhxnYhr'', abaint

QnJhss otf hrBish hmhHqt, i5tf is Contract is ; aJxhYat \$1yy,yyy or Horh anY rh)xirhs aqqro; aJ 7l an hJhethY CLTw o55ich, CONWQUTANT, CONWQUTANTkW qrinciqJs, anY CONWQUTANTkW Wk7consxJtants hmJhethYto rhchi; h at Jhast \$1yy,yyy 5or qhr5orHanch xnYhr tfh Contract, anYtfh qrinciqJs o5tfosh Wk7consxJtants gfh (PhstricthY ehrrons"" sf aJl coHqJl Bitf Cfarthr Wction 30yg"gl2" anY UAMC Wction 39.0./4. I aiJxrh to coHqJl hntitJhs CLTw to thrHinath tfis Contract anYto qxrsh aJl a; aiJa7Jh JhbaJ rhHhYihs. Cfarthr Wction 30yg"gl2" anY UAMC Wction 39.0./4 JiHit tfh a7iJtl o5 tfh PhstricthY ehrrons to Havh caHqaibn contri7xtions to anYhnbabh in 5xnYraisinb 5or chrtain hJhethYCLTw o55iciaJs

or canYiYaths 5or hJhethY CITw o55ich 5or tBhJ; h Hontf's a5thr tf is Contract is sibnhY. AYYitionaJl, a CONWQUTANT sx7phct to Cfarthr Wction 30ygc'gl2" is rh)xirhY to coHqJl Bitf YiscJosxrh rh)xirhHnts 7l sx7Hittinb a coHqJhthY anY sibnhY Etfics CoHHission I orH 44 anY to aHhnY tfh in5orHation in tfat 5orH as sqhci5hY 7l JaB. Anl CONWQUTANT sx7phct to Cfarthr Wction 30ygc'gl2" sfaJl incJxYh tfh 5oJJoBinb notich in anl contract Bitf anl W7consxJtant hmqhethYto rhchi; h at Jhast \$1yy,yyy 5or qhr5orHanch xnYhr tf is Contract'

(Notich PhbarYinb Phstrictions on CaHqaibn Contri7xtions anY I xnYraisinb in Citl EJhctions

wox arh a sx7consxJtant on Citl o5 Uos AnbhJhs Contract #\_\_\_\_\_. exrsxant to tfh Citl o5Uos AnbhJhs Cfarthr Wction 30ygc'gl2" anY rhJathY orYinanchs, l ox anY l oxr qrinciqas arh qrof i7ithY 5oH Havinb caHqaibn contri7xtions to anY 5xnYraisinb 5or chrtain hJhethY Citl o5 Uos AnbhJhs g CITw"" o55iciaJs anY canYiYaths 5or hJhethY CITw o55ich 5or tBhJ; h Hontf's a5thr tfh CITw contract is sibnhY. wox arh rh)xirhY to qro; iYh tfh naHhs anY contact in5orHation o5 l oxr qrinciqas to tfh CONWQUTANT anY to aHhnYtfat in5orHation Bitf in thn 7xsinhss Yal s i5 it cfanbhs Yxrinb tfh tBhJ; h Hontf tiHh qhrioY. I aiJxrh to coHqJl Hal rhsxJt in thrHination o5tf is Contract anY anl otfhr a; aiJa7Jh JhbaJ rhHhYihs. In5orHation a7oxt tfh rhstrinctions Hal 7h 5oxnYonJinh at htfics.Jacitl .orb or 7l caJlinb tfh Uos AnbhJhs Citl Etfics CoHHission at g21/"908-196y."

## APTICUE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONWQUTANT sfaJl coHqJl Bitf tfh I irst Wxrch d irinb OrYinanch, UAAC Wction 1y.33 ht sh)., as aHhnYhY 5oH tiHh to tiHh. Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhY xnYhr tf is Contract Hxst incJxYh an iYhnticaJ qro; ision.

## APTICUE 31

### **IRAN CONTRACTING ACT**

In accorYanch Bitf CaJi5ornia ex7Jic Contract CoYh Wctions 22yy-22y8, aJl 7iYYhrs sx7Hittinb qroqosaJs 5or, hnthrinb into, or rhnhBinb contracts Bitf tfh Citl o5Uos AnbhJhs 5or booYs anYshr; ichs hstiHathYat \$1,yyy,yyy or Horh arh rh)xirhY to coHqJhth, sibn, anY sx7Hit tfh (Iran Contractinb Act o52y1y CoHqJianch A55iYa; it".

## APTICUE 33

### **SUSPENSION**

At CITwkWsoJh Yiscrhtion, CITw Hal sxsqhnYanl or aJl shr; ichs qro; iYhY xnYhr tf is Contract 7l qro; iYinb CONWQUTANT Bitf Britthn notich o5 sxsqhn5ion. Qqon rhchiqt o5tfh notich o5sxsqhn5ion, CONWQUTANT sfaJl iHHhYiathJl chash tfh shr; ichs sxsqhnYhYanYsf aJl not incxr anl aYYitionaJ o7Jibations, costs or hmqhnshs to CITw xntiJ CITw bi; hs Britthn notich to

rhcoHHhnhc tfh shr; ichs.

#### APTICUE 34

#### **DATA PROTECTION**

- A. CONWQUTANT sfaJJ qrothct, xsinb tfh Host shcxrh Hhans anY thefnoJobl tfat is coHHhrciaJJ a; aiJa7Jh, CITw-qro; iYhY Yata or consxHhr-qro; iYhY Yata ac) xirhY in tfh coxrsh anY scoqh o5 tfis Contract, incJxYinb 7xt not JiHithY to cxstoHhr Jists anY cxstoHhr crhYit carY or consxHhr Yata, gcoJJhcti; hJJ, tfh (Citl Data“”. CONWQUTANT sfaJJ noti5l CITw in Britinb as soon as rhasona7Jl 5hasi7Jh, anY in anl h; hnt Bitfin tBhntl-5oxr foxrs, o5 CONWQUTANTkW Yisco; hrl or rhasona7Jh 7hJih5 o5 anl xnaxtfori: hY acchss o5 Citl Data ga (Data Grhacf“”, or o5 anl inciYhnt a55hctinb, or qothntiaJJ a55hctinb Citl Data rhJathY to cl 7hr shcxritl ga (Wicxritl InciYhnt“”, incJxYinb, 7xt not JiHithY to, YhniaJ o5 shr; ich attacv, anYsl sthH oxtabh, insta7iJitl or YhbraYation Yxh to coHqxthr HaJBarh or ; irxs. CONWQUTANT sfaJJ 7hbin rhHhYation iHHhYiathJJ. CONWQUTANT sfaJJ qro; iYh YaiJJ xqYaths, or Horh 5rh) xhntJJ i5rh) xirhY7l CITw, rhbarYinb 5inYinbs anYactions qhr5orHhY7l CONWQUTANT xntiJ tfh Data Grhacf or Wicxritl InciYhnt fas 7hln h55hcti; hJJ rhsoJ; hY to CITwkW satis5action. CONWQUTANT sfaJJ conYxct an in; hstibation o5 tfh Data Grhacf or Wicxritl InciYhnt anY sfaJJ sfarh tfh rhqort o5 tfh in; hstibation Bitf CITw. At CITwkWsoJh Yiserhtion, CITw anY its axtfори: hY abhnts sfaJJ fa; h tfh ribft to JhaY or qarticiqath in tfh in; hstibation. CONWQUTANT sfaJJ cooqhrath 5xJJ Bitf CITw, its abhnts anYJaB hn5orchHhnt.
- G. I5 CITw is sx7phct to Jia7iJitl 5or anl Data Grhacf or Wicxritl InciYhnt, tfhn CONWQUTANT sfaJJ 5xJJ inYhHni5l anY foJY farHJhss CITw anY Yh5hnYabainst anl rhsxJtinb actions.

#### APTICUE 36

#### **CONSULTANTSX USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONWQUTANT sfaJJ coHqJJ Bitf tfh Citl Contractorsk Qsh o5 CriHinaJ d istorl 5or ConsiYhration o5 EHqJol Hhnt AqqJications OrYinanch, UAAC Wiction 1y.38 ht sh)., as aHhnYhY 5roH tiHh to tiHh. Anl sx7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5orHhY xnYhr tfis Contract Hxst incJxYh an iYhnticaJ qro; ision.

#### APTICUE 30

#### **LIMITATION OF CITYX OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBitf stanYinb anl otfhr qro; ision o5tfis Contract, incJxYinb anl hmf i7its or attacf Hhnts incorqorathY tfrhin, anY in orYhr 5or CITw to coHqJJ Bitf

its bo; hrninb JhbaJ rh) xirhHhnts, CLTw sfaJJ fa; h no o7Jibation to Havh anl qal Hhnts to CONWQUTANT xnJhss CLTw sfaJJ fa; h 5rst HaYh an aqqroqriation o5 5xnYs h) xaj to or in hnechss o5 its o7Jibation to Havh anl qal Hhnts as qro; iYhY in tfis Contract. CONWQUTANT abrhhs tfat anl shr; ichs qro; iYhY7l CONWQUTANT, qxrefashs HaYh 7l CONWQUTANT or hmqhnshts incxrrhY7l CONWQUTANT in hnechss o5 tfh aqqroqriations” sfaJJ 7h 5rhh anYBitfoxt cfarbh to CLTw anYCLTw sfaJJ fa; h no o7Jibation to qal 5or tfh shr; ichs, qxrefashs or hmqhnshts. CONWQUTANT sfaJJ fa; h no o7Jibation to qro; iYh anl shr; ichs, qro; iYh anl h) xiqHhnt or incxr anl hmqhnshts in hnechss o5 tfh aqqroqriathYaHoxntgs” xntiJ CLTw aqqroqriaths aYYitonaJ 5xnYs 5or tfis Contract.

#### APTICUE 38

#### **COMPLIANCE u ITH IDENTITY THEFT LAu S AND PAYMENT CARD DATA SECURITY STANDARDS**

CONWQUTANT sfaJJ coHqJl Bitf aJJ iYhntitl tfh5 JaBs incJxYinb Bitfoxt JiHitation, JaBs rhJathY to’ gl” qal Hhnt Yh; ichsj g2” crhYit anY Yh7it carY 5raxYj anY g/” tfh I air anY Accx Rath CrhYit Transactions Act g I ACTA“”, incJxYinb its rh) xirhHhnt rhJatinb to tfh conthnt o5 transaction rhchiqts qro; iYhY to CxstoHhrs. CONWQUTANT also sfaJJ coHqJl Bitf aJJ rh) xirhHhnts rhJathY to Haintaininb coHqJianch Bitf eal Hhnt CarY InYxstrl Data Wicxritl WanYarYs g(eCLDWW”. Dxrinh tfh qhr5orHanch o5 anl shr; ich to instaJl, qrobraH or xqYath qal Hhnt Yh; ichs h) xiqqhY to conYcet crhYit or Yh7it carY transactions, incJxYinb eCL DWW shr; ichs, CONWQUTANT sfaJJ ; hri5l qroqhr trxncation o5 rhchiqts in coHqJianch Bitf I ACTA.

#### APTICUE 39

#### **COMPLIANCE u ITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5nQ2**

CaJi5ornia ex7Jic Phsoxrchs CoYh Wiction 4163 qrofi7its a qx7Jic abhncJ 5roH firinb a qhrson 5or hHqJol Hhnt or as a ; oJxnthhr to qhr5orH shr; ichs at anl qarv, qJal broxnY, or coHHxnitl chnthr xshY5or rhcrhationaJqxrqoshs in a qosition tfat fas sxqhr; isorl or YisciqJinarl axtforitl o; hr anl Hinor, i5tfh qhrson fas 7hln con; icthYo5chrtain criHhs as rh5hrhnechYin tfh ehnaJ CoYh anY artixJathY in CaJi5ornia ex7Jic Phsoxrchs CoYh Wiction 4163ga”g2”.

I5 aqqJica7Jh, CONWQUTANT sfaJJ coHqJl Bitf CaJi5ornia ex7Jic Phsoxrchs CoYh Wiction 4163, anYsfaJJ aYYitonaJl aYfhrh to aJJ rxJhs anY rhbxJations tfat fa; h 7hln aYoqthY or tfat Hal 7h aYoqthY 7l CLTw. CONWQUTANT is rh) xirhY to fa; h aJJ hHqJol hhs, ; oJxnthhrs anY W7consxJtants gincJxYinb aJJ hHqJol hhs anY ; oJxnthhrs o5 anl W7consxJtant” o5 CONWQUTANT Borvinb on qrhHishs to qass a 5inbhrqrint anY 7acvbroxnY cfhev tfroxbf tfh CaJi5ornia DhqartHhnt o5 uxstich at CONWQUTANTkWsOJh hmqhnshts, inYicatinb tfat sxcf inYi; iYxas



fa; h nh; hr 7hnn con; ictYo5chrtain criHhs as rh5hrhncYin tfh ehnaJ CoYh anYarticxJathY in CaJi5ornia ex7Jic Phsoxrchs CoYh Wction 4163ga'g2", i5 tfh inYi; iYxaJ BiJl fa; h sxqhr; isorl or YisciqJinarl axtforitl o; hr anl Hinor.

APTICUE 4y

**POSSESSORY INTERESTS TA~~x~~**

Pibfts branthY to CONWQUTANT 7l CITw Hal crhath a qosshssorl intrhrst. CONWQUTANT abrhhs tfat anl qosshssorl intrhrst crhathY Hal 7h sx7pht to CaJi5ornia Ph; hnxh anY Tanation CoYh Wction 1y0.6 anY a qroqhrtl tam Hal 7h Jh; ihY on tfat qosshssorl intrhrst. I5 aqqJica7Jh, CONWQUTANT sfaJJ qal tfh qroqhrtl tam CONWQUTANT acvnoB.JhYbhs tfat tfh notich rh)xirhY xnYhr CaJi5ornia Ph; hnxh anY Tanation CoYh Wction 1y0.6 fas 7hnn qro; iYhY.

APTICUE 41

**CONFIDENTIALITY**

AJJ YocxHhnts, in5orHation anYHathriaJs qro; iYhYto CONWQUTANT 7l CITw or Yh; hJoghY 7l CONWQUTANT qrxrxant to tfis Contract gcoJlheti; hJl ( Con5YhntiaJ In5orHation"" arh con5YhntiaJ. CONWQUTANT sfaJJ not qro; iYh or YiscJosh anl Con5YhntiaJ In5orHation or tfhir conthnts or anl in5orHation tfhrhin, hitfhr oraJJl or in Britinb, to anl qhrson or hntitl , hncqht as axtfori: hY7l CITw or as rh)xirhY7l JaB. CONWQUTANT sfaJJ iHHhYathJl noti5l CITw o5 anl atthHqt 7l a tfirYqartl to o7tain acchss to anl Con5YhntiaJ In5orHation. Tfis qro; ision BiJl sxr; i; h hmqiration or thrHination o5tfis Contract.

APTICUE 42

**DISCLOSURE OF BORDER u ALL CONTRACTING ORDINANCE**

QnJhss otflhrBish hnhHqt in accorYanch Bitf tfh qro; isions o5 tfis OrYinanch, tfis Contract is sx7pht to tfh DiscJosxrh o5 GorYhr F aJJ Contractinb OrYinanch, Wction 1y.4y o5 tfh Uos AnbhJhs AYHinstrati; h CoYh, as Hal 7h aHhnYhY5roH tiHh to tiHh. CONWQUTANT chrti5ihs tfat it fas coHqJihYBitf tfh aqqJica7Jh qro; isions o5tfis OrYinanch. I aiJxrh to 5xJJl anYaccx RathJl coHqJhth tfh a55iYa; it Hal rhsxJt in thrHination o5tfis Contract.

APTICUE 4/

**COVID-nd VACCINATION Reb UIREMENTS - ORDINANCE NO. n' 6n32**

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AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

C, 2M

AMENDMENT NO. 1 TO CONTRACT NO. C-129645 FOR PRE-QUALIFIED ON-CALL  
WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF  
LOS ANGELES AND CH2M.

This Amendment modifies the Contract executed on July 12, 2017 between the City of  
Los Angeles (hereinafter referred to as "CITY") and CH2M (hereinafter referred to as  
"CONSULTANT").

WITNESSET,

WHEREAS, the CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for  
project management, planning, design and construction management for wastewater and  
stormwater related projects and CONSULTANT submitted a statement of qualifications, in  
response; and

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

WHEREAS, on July 12, 2017, Contract No. C-129645 was awarded to CONSULTANT  
the terms of which will expire on July 11, 2022; and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and  
environmental engineering services for the various Department of Public Works projects and has  
the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract  
by 4 additional years through July 11, 2027; and

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

NOW, WHEREFORE, in consideration of the foregoing and of the benefits which will  
accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No.  
C-129645 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects, the Bureau of Engineering plans to utilize  
consultants to provide program management, project management,



planningH design and construction management for wastewater and stormwater related projectsH sometimes on an emergency basisH during the course of a ten-year period. These services may includeH but are not limited to the overall planningH design and construction management of wastewater and stormwater related projects such as conveyance systemsH abatement facilitiesH pumping plantsH treatment facilitiesH odor controlH recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

## ARTICLE 5

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 5 is hereby amended to add Section 5.5 to read as follows:

#### **5.5 Retention of RecordsH Audit and Reports**

CONTRACTOR shall maintain all recordsH including records of financial transactionsH pertaining to the performance of this ContractH 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 CITYH (2) the expiration of this Contract or (5) 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 provisionH CONTRACTOR mayH upon CITY'S written approvalH submit the required information to CITY in an electronic formatH e.g. USB flash driveH at the expiration or termination of this Contract.

## ARTICLE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 is hereby amended in its first paragraph to read as follows:

CITY designates Ethan B. Wong as its ENGINEERH representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITYH" "consult with CITYH" "confer with CITYH" or similar terms are usedH they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended in its entirety to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 13 or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Board Officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board Officer or employee authorized to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No Change

#### ARTICLE 7

#### **COMPENSATION, INVOICING AND PAYMENT**

No Change

#### ARTICLE 8

#### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person: Ethan B. WongHDivision Engineer  
Address: Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Pregerson Bldg.HSuite 200  
Playa Del ReyHCA 90295

To CONSULTANT:

Contact Person: Judi MillerHSenior Project Manager  
Address: 1000 Wilshire BoulevardHSuite 2100  
Los AngelesHCA 90017

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

All titlesHsubtitlesHor headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONSULTANT. The word "CONSULTANT" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONSULTANT hereinHunless expressly stated otherwiseHtheir obligations and liabilities hereunder shall be joint and several. Use of the feminineH

masculine or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto. One text being retained by each party. At the CITY'S option one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 15

### **KEY CONSULTANT PERSONNEL**

- 15.1 Unless otherwise provided or approved by the CITY, the CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 15.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 15.5 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

## ARTICLE 13

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights, CITY is

entitled toHshall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfectHmemorializeHor record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22Hf CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this ContractHCITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. AdditionallyHCITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the defaultHwhich shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretionHCITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITYHthen CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this ContractHCONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
5. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANTH or if CONSULTANT makes an assignment for the benefit of creditorsH then CITY may immediately terminate this Contract.
3. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S lawsHregulations or policies relating to lobbyingH then CITY may immediately terminate this Contract.



4. Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person has defined below has been charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include but are not limited to: violent felonies as defined by Penal Code Section 667.4; 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 4163(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse. Regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly) through one or more intermediaries, of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section CITY may procure upon such terms and in the manner as CITY may deem appropriate services similar in scope and level of effort to those so terminated and CONSULTANT shall be liable to CITY for all of its costs and damages including but not limited to any excess costs for such services.

7. If after notice of termination of this Contract under the provisions of this section it is determined for any reason that CONSULTANT was not in default under the provisions of this section or that the default was excusable under the terms of this Contract the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 13 Termination for Convenience.

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

C. In the event that this Contract is terminated CONSULTANT shall immediately notify all employees and Subconsultants and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

## ARTICLE 14

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### 16.1 Indemnification

Except for the active negligence or willful misconduct of the CITY or any of its Boards officers agents employees assigns and successors in interest CONSULTANT undertakes and agrees to defend indemnify and hold harmless the CITY and any of its Boards officers agents employees assigns and successors in interest from and against all suits and causes of action claims losses demands and expenses including but not limited to attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY including but not

limited to costs of experts and consultants) damages or liability of any nature whatsoever for death or injury to any person including CONSULTANT'S employees and agents or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and the CITY. The provisions of Article 16 shall survive expiration or termination of this Contract.

#### 16.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 136 in Exhibit D hereto) covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter ordinance or policy shall comply with the Insurance Contractual Requirements (Form General 155 in Exhibit D hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

### ARTICLE 17

#### **INDEPENDENT CONTRACTORS**

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

### ARTICLE 18

#### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all designs, drawings, specifications, reports and

other services furnished by CONSULTANT under this Contract. CONSULTANT shall at no additional cost to CITY correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, calculations and other services.

18.5 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 3. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract as well as recommendations for the correction of such incorrect or misleading information.

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

18.4 Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract except for errors, omissions or other deficiencies to the extent attributable to CITY or CITY-furnished data or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

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

goodwillHcopyrightHtrademarkHpatentHtrade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfectHmemorializeH or record the CITY'S ownership of rights provided herein.

19.1.2 With regard to the basis for design calculations and engineering notesHsuch data shall be provided to the CITY in (a) hard cover post binder(s)H appropriately indexedHon thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

19.1.4 All documentsH information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not useH distribute or otherwise make public in any mannerH either for profit or not for profitH any of the informationH documentationH or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfectH memorializeH or record the CITY'S ownership of rights.

19.1.6 Any subcontract entered into by CONSULTANT relating to this ContractH to the extent allowed hereunderH shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its



subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law including but not limited to termination of CONSULTANT'S Contract with the CITY.

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

## 19.2 Intellectual Property Warranty

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

## 19.5 Intellectual Property Indemnification

19.5.1 CONSULTANT at its own expense undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses including but not limited to attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights including without limitation patents, copyrights, trademarks, trade secrets, rights 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 CONSULTANT or its subconsultants of any tier in performing the work under this

Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT or its subconsultants of any tier under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of California and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19.5.2 In CONSULTANT'S defense of the CITY defendants' negotiation, compromise and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement and appeals therefrom as required by the Los Angeles City Charter, particularly Article III, Sections 271, 272 and 275 thereof.

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

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent non-infringing product.

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

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices and affirmative action program provisions in LAAC Section 10.8 et seq. as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of AmericaHthe State of CaliforniaHand CITY. In performing this ContractHCONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's raceHcolorHreligionHnational originHancestryHsexHsexual orientationHgenderHgender identityHageHdisabilityHdomestic partner statusHmarital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAACHthe Equal Benefits OrdinanceHand 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 10.8.5 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 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE)HWomen Business Enterprise (WBE)HSmall Business Enterprise (SBE)HEmerging Business Enterprise (EBE)HDisabled Veteran Business Enterprise (DVBE)H and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 13Hwhich is included as Attachment 7 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultantHthe consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the

contractH the CONSULTANT must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contractH a summary of these records shall be prepared on the "Final Subconsulting Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 14 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of MinorityHWomenHSmallHEmergingHDisabled VeteranH and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposalH if any. The CITY has set anticipated participation levels of 18% MBEH3% WBEH24% SBEH8% EBEH and 5% DVBE.

## ARTICLE 22

### **EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this ContractH if the delay or failure arises out of firesH floodsH earthquakesH epidemicsH quarantine restrictionsH other natural occurrencesH strikesH lockouts (other than a lockout by the party or any of the party's Subconsultants)H freight embargoesH terrorist actsH insurrections or other civil disturbancesH or other similar events to those described aboveH 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 foregoingH a delay or failure to perform by a Subconsultant of CONSULTANT shall not constitute a Force Majeure EventH unless the delay or failure arises out of causes beyond the control of both CONSULTANT and SubconsultantH and without any fault or negligence of either of them. In such caseH CONSULTANT shall not be liable for the delay or failure to performH unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this ContractH the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure EventH CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sourcesH and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 25

### **SEVERABILITY**

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

#### ARTICLE 23

#### **DISPUTES**

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

#### ARTICLE 24

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereofHand replaces any and all previous Contracts or understandingsHwhether written or oralHrelating thereto. This Contract may be amended only as provided for in Article 14 hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of AmericaHthe State of CaliforniaHand the CITYH including but not limited toHlaws regarding health and safetyHlabor and employmentHwage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONSULTANT shall comply with newHamendedHor revised lawsHregulationsHand/or procedures that apply to the performance of this Contract.

In any action arising out of this ContractHCONSULTANT consents to personal jurisdictionHand agrees to bring all such actionsHexclusively in state or federal courts located in Los Angeles

If any partHterm or provision of this Contract is held voidHillegalHunenforceableHor in conflict with any law of a federalHstate or local government having jurisdiction over this ContractHthe validity of the remaining partsHterms or provisions of the Contract shall not be affected thereby.

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicableHCONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax OrdinanceHSection 21.00 *et seq.* of the Los Angeles



Municipal Code. For the term covered by this ContractHCONSULTANT shall maintainHor obtain as necessaryHall such Certificates required of it under the Business Tax OrdinanceHAnd shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **BONDS**

All bonds required by CITY shall be filed with the Office of the City Administrative OfficerHRisk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.37 et seq.Has amended from time to time.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders OrdinanceHSection 10.10 of the Los Angeles Administrative CodeHas amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders OrdinanceHCONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT’S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 4250Het seq. of the California Family Code; and (5) that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative CodeHfailure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of AssignmentHor the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personallyHshall constitute a default by the CONSULTANT under this ContractHsubjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANTHto the extent allowed hereunderHshall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subconsultants shall constitute a default by CONSULTANT under this ContractHsubjecting this Contract to termination where such default shall

continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that to the best of its knowledge it is fully complying with the Earnings Assignment Orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### ARTICLE 50

#### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance LAAC Section 10.57 et seq. as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 51

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance LAAC Section 10.56 et seq. as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 52

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act as amended 42 U.S.C. Section 12101 et seq. the Rehabilitation Act of 1973 as amended 29 U.S.C. Section 701 et seq. the Fair Housing Act and its implementing regulations and any subsequent amendments and California Government Code Section 11154;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to or association with a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform

Federal Accessibility Standards (UFAS) 23 C.F.R. Part 30; 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 for California Title 23 or other applicable federal and state law.

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

#### ARTICLE 55

#### **WAIVER**

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

#### ARTICLE 53

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not unless it has first obtained the written permission of the CITY:

- (a) Assign or otherwise alienate any of its rights under this Contract including the right to payment; or
- (b) Delegate subcontract or otherwise transfer any of its duties under this Contract.

#### ARTICLE 54

#### **PERMITS**

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

#### ARTICLE 56

#### **CLAIMS FOR LABOR AND MATERIALS**

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

CONSULTANT'S rights to payments hereunderHbr against the CITYH and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 57

**BEST TERMS**

Throughout the term of this ContractHCONSULTANTHshall offer CITY the best termsH pricesH and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 58

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONSULTANT shall comply with the Contractor Responsibility OrdinanceHLAAC Section 10.30 et seq.Has amended from time to time.

ARTICLE 59

**BREACH**

Except for excusable delays as described in **Article 22**Hf any party fails to performHn whole or in partHany promiseHcovenantHbr agreement set forth hereinHor should any representation made by it be untrueHany aggrieved party may avail itself of all rights and remediesHat law or equityHin the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than onceHuffer a penalty or forfeitureHbr be unjustly compensated.

ARTICLE 30

**SLAVERY DISCLOSURE ORDINANCE**

CONSULTANT shall comply with the Slavery Disclosure OrdinanceHLAAC Section 10.31 et seq.Has amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exemptHf this Contract is valued at \$100~~000~~ or more and requires approval by an elected CITY officeHCONSULTANTHCONSULTANT'S principalsH and CONSULTANT'S Subconsultants expected to receive at least \$100~~000~~ for performance under the ContractH and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 370(c)(12) and LAMC Section 39.7.54. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 370(c)(12) and LAMC Section 39.7.54 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 370(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 44 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 370(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least \$100,000 for performance under this Contract:

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

You are a subconsultant on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 370(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (215) 978-1960.”

## ARTICLE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.33 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## ARTICLE 35

### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for entering into or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

## ARTICLE 33

### **SUSPENSION**

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



recommence the services.

#### ARTICLE 34

#### **DATA PROTECTION**

- A. CONSULTANT shall protect using the most secure means and technology that is commercially available CITY-provided data or consumer-provided data acquired in the course and scope of this Contract including but not limited to customer lists and customer credit card or consumer data (collectively the "City Data"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible and in any event within twenty-four hours of CONSULTANT'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach") or of any incident affecting or potentially affecting City Data related to cyber security (a "Security Incident") including but not limited to denial of service attack and system outage instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates or more frequently if required by CITY regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 36

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance LAAC Section 10.38 et seq. as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 37

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract including any exhibits or attachments incorporated therein and in order for CITY to comply with

its governing legal requirements. CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT. Purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services. Purchases or expenses. CONSULTANT shall have no obligation to provide any services. Provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

#### ARTICLE 38

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

CONSULTANT shall comply with all identity theft laws including without limitation. Laws related to: (1) payment devices; (2) credit and debit card fraud; and (5) the Fair and Accurate Credit Transactions Act ("FACTA"). Including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install. Program or update payment devices equipped to conduct credit or debit card transactions. Including PCI DSS services. CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 39

##### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 4163 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 4163(a)(2).

If applicable. CONSULTANT shall comply with California Public Resources Code Section 4163. And shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees. Volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense. Indicating that such individuals

have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 4163(a)(2) If the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE 40

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### ARTICLE 41

#### **CONFIDENTIALITY**

All documents Information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively “Confidential Information”) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein Either orally or in writing To any person or entity Except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance This Contract is subject to the Disclosure of Border Wall Contracting Ordinance Section 10.40 of the Los Angeles Administrative Code As may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE 45

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf Including but not limited to subconsultants (collectively “Contractor Personnel”) while performing services under this Contract and prior to interacting in person with City employees contractors volunteers or members of the public (collectively “In-Person Services”) must be fully vaccinated against

the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 13 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person ServicesH Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person ServicesH Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testingHwith the full cost of testing to be borne by Consultant. If Contractor Personnel test positiveHthey shall not be assigned to perform In-Person Services orHto the extent they have already been performing In-Person ServicesHshall be immediately removed from those assignments. FurthermoreH Consultant shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19H(2) have been informed by a medical professional that they are likely to have COVID-19H(3) meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED hereinHthe Contract executed on \_\_\_\_\_ remains unchanged.

IN WITNESS W, EREOFHthe parties hereto have executed this Amendment No. \_\_\_\_\_ on the day and year written below.

**CH2M**

**By: Judi Miller**

**Title: Senior Project Manager**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

, OLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEL N. FEUERHCity Attorney

**By:**

**Title: Assistant City Attorney**

**Date:**



AMENDMENT NO. 1

to

Contract No. C-129644

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW WASTE WATER TREATMENT PLANT

General

THE CITY OF WASHINGTON

and

THE DISTRICT OF COLUMBIA

AMENDMENT NO. 1 TO CONTRACT NO. C-129644, IOP ePE-RQAUI IED ON-CAUU  
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rh5hrrhY to as “CONWQUTANT”).

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C-129644 is fhrhby amhnYhY as 5olloBs:

APTICUE 1

**DEFINITIONS**

No Cf angh

APTICUE 2

**PROJECT DESCRIPTION**

Articlh 2 is fhrhby amhnYhY in its hntirhty to rhaY as 5olloBs:

On chrtain eublic F orks projhcts, tfh Gurhau o5 Enginhhring plans to utilizh  
consultants to proviYh program managhmhnt, projhct managhmhnt,

planning, design and construction management for BasthBathr and stormBathr related projects, sometimes on an hourly basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of BasthBathr and stormBathr related projects such as conveyance systems, abatement facilities, pumping plants, treatment facilities, or control, recycling/recycling Bathr projects and other BasthBathr and stormBathr facilities on behalf of or planned by the CLW.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 is hereby amended to add Section 3.3 to read as follows:

##### **3.3 Payment of Fees, 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 CLW. These records shall be retained for a period of no less than five years from the date of the following: (1) final payment made by CLW, (2) the expiration of this Contract or (3) termination of this Contract. These records will be subject to examination and audit by authorized CLW personnel or CLW's representatives at any time. CONTRACTOR shall provide any reports requested by CLW 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 CLW's written approval, submit the required information to CLW in an electronic format, e.g. QWGS as of Year, at the expiration or termination of this Contract.

### ARTICLE "

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

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

CLW designates Eitan G. Fong as its ENVINEEP, representing the CLW in all matters relating to the scope of this Contract relating to the conduct and approval of the work to be performed. Fong will have the right to approval of CLW, and consult with CLW, and consult with CLW, and or similar terms are used, they shall refer to the ENVINEEP. The ENVINEEP may designate an assistant to act in his stead.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended in its entirety to read as follows:

Notwithstanding to whom provided, this term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided in Article 1" or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONTRACTANT by the person or persons authorized to bind CONTRACTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Mayor, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the City by the person designated by the City Council or by the Mayor, officer or employee authorized to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

None

#### ARTICLE 7

#### **COMPENSATION, INVOICING AND PAYMENT**

None

#### ARTICLE K

#### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions herein shall inure to the benefit of and bind upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Contract shall be made without the written consent of the parties to this Contract as required in Article 35.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in Writing and may be given by personal delivery or by mail. Written notices sent by mail shall be registered by or certified and sent to the designated contact person for each party and addressed as follows:

To the City:

Contact person: Etfan G. Fong, Division Engineer  
Address: Gurhan of Engineering  
Environmental Engineering Division  
12000 Sista Dahl Mar  
Engineering City, With 200  
Dahl Park, CA 90293

To the CONTRACTOR:

Contact person: Frank Martin, General Superintendent  
Address: 914 Folsom Blvd., With 1724  
Los Angeles, CA 90017

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

All titles, subtitles, or headings in this Contract shall be subject to the interpretation or construction of any of the terms or provisions thereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties intended in the Contract. The singular shall include the plural; it shall be more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Each of the herein,



masculine, or neither gender shall be deemed to include the gender not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the COTW's option, one or more additional original texts of this Contract may also be retained by the COTW.

#### ARTICLE 13

#### **KEY CONSULTANT PERSONNEL**

- 13.1 Qnlhss of the Bish provided or approved by the COTW, CONSULTANT shall use its own employees to perform the services described in this Contract. The COTW shall have the right to review and approve any personnel before they are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested by the COTW.
- 13.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENVINEEP's approval.
- 13.3 CONSULTANT agrees that personnel assigned to the positions at the commencement of services under this Contract shall serve in the positions as long as required by the COTW, and CONSULTANT shall not change personnel assigned to the positions without the consent and approval of the ENVINEEP, provided such consent shall not be unreasonably withheld.

#### ARTICLE 14

#### **TERMINATION**

##### **A. Termination for Convenience**

COTW may terminate this Contract for COTW's convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. COTW shall pay CONSULTANT its reasonable and allocable costs through the effective date of termination and its reasonable and necessary costs incurred by CONSULTANT to effect the termination. Therefore, CONSULTANT shall have no further claims against COTW under this Contract. All necessary and unnecessary expenses incurred by or for COTW under this Contract, including all intellectual property rights COTW is

hntitlhY to, sfall bhcomh CLTw prophrty upon tfh Yath o5 tfh thrmination. CONWQUTANT agrhhs to hxhcuth any Yocumhnts nhchssary 5or CLTw to phr5hct, mhmorializh, or rhcorY CLTw'W oBnhrsf ip o5 rigfts proviYhY fhrhin.

G. Thrmiation 5or Grhacf o5 Contract

1. Exchpt as proviYhY in Artiellh 22, i5 CONWQUTANT 5ails to phr5orm any o5 tfh provisions o5 tfis Contract or so 5ails to makh progrhss as to hnYanghr timhly phr5ormanch o5 tfis Contract, CLTw may givh CONWQUTANT Britthn notich o5 tfh Yh5ault. CLTw'W Yh5ault notich Bill in Yicath Bfhtfhr tfh Yh5ault may bh curhY anY tfh timh phrioY to curh tfh Yh5ault to tfh solh satisfaction o5 CLTw. AYyitionally, CLTw'W Yh5ault notich may o55hr CONWQUTANT an opportunity to proviYh CLTw Bitf a plan to curh tfh Yh5ault, Bf icf sfall bh submitthY to CLTw Bitf in tfh timh phrioY alloBhY by CLTw. At CLTw'W solh Yiscrtion, CLTw may acchpt or rhjhct CONWQUTANT'W plan. I5 tfh Yh5ault cannot bh curhY or i5 CONWQUTANT 5ails to curh Bitf in tfh phrioY alloBhY by CLTw, tfhn CLTw may thrminath tfis Contract Yuh to CONWQUTANT'W brhacf o5 tfis Contract.
2. I5 tfh Yh5ault unYhr tfis Contract is Yuh to CONWQUTANT'W 5ailurh to maintain tfh insuranch rhquirhY unYhr tfis Contract, CONWQUTANT sfall immhYiathly: (1) susphnY phr5ormanch o5 any shrvichs unYhr tfis Contract 5or Bf icf insuranch Bas rhquirhY; anY (2) noti5y its hmployhhs anY Wbconsultants o5 tfh loss o5 insuranch covhragh anY Consultant's obligation to susphnY phr5ormanch o5 shrvichs. CONWQUTANT sfall not rhcommhnh phr5ormanch until CONWQUTANT is 5ully insurhY anY in complianch Bitf CLTw'Wrhquirhmhnts.
3. I5 a 5hYhral or stath prochhYing 5or rhlih5 o5 Yhbtor is unYhrtakhn by or against CONWQUTANT, or i5 CONWQUTANT makhs an assignmhnt 5or tfh bhnh5it o5 crhYitors, tfhn CLTw may immhYiathly thrminath tfis Contract.
- ". I5 CONWQUTANT hngaghs in any Yisf onhst conYuct rhlatihY to tfh phr5ormanch or aYministration o5 tfis Contract or violaths CLTw'W laBs, rhgulations or policihs rhlatihg to lobbying, tfhn CLTw may immhYiathly thrminath tfis Contract.

4. Acts o5 Moral TurpituYh

a. CONWQUTANT sfall immhYiathly noti5y CITw i5 CONWQUTANT or any ' hy ehrson, as Yh5inhY bhloB, is cfarghY Bitf, inYicthY 5or, convicthY o5, plhaYs nolo conthnYhrh to, or 5or5hits bail or 5ails to apphar in court 5or a fharing rhlathYto, any act Bf icf constituths an o55hnsh involving moral turpituYh unYhr 5hYhral, stath, or local laBs (“Act o5 Moral TurpituYh”).

b. I5CONWQUTANT or a ' hy ehrson is convicthY o5, plhaYs nolo conthnYhrh to, or 5or5hits bail or 5ails to apphar in court 5or a fharing rhlathYto, an Act o5 Moral TurpituYh, CITw may immhYiathly thrminath tfis Contract.

c. I5CONWQUTANT or a ' hy ehrson is cfarghY Bitf or inYicthY 5or an Act o5 Moral TurpituYh, CITw may thrminath tfis Contract a5thr proviYing CONWQUTANT an opportunity to prhsnt hviYhncb o5 CONWQUTANT’Wability to phr5orm unYhr tfh thrms o5 tfis Contract.

Y. Acts o5 Moral TurpituYh incluYh, but arh not limithY to: violhnt 5hlonihs as Yh5inhY by ehnal CoYh Wiction 667.4, crimhs involving Bhapons, crimhs rhsulting in shrious boYily injury or Yhatf, shrious 5hlonihs as Yh5inhY by ehnal CoYh Wiction 1192.7, anY tfosh crimhs rh5hrhncbY in tfh ehnal CoYh anY articulathY in Cali5ornia eublic Phsourchs CoYh Wiction 416"(a)(2); in aYyition to anY incluYing acts o5 murYhr, raph, shxual assault, robbhry, kiYnapping, fuman tra55icking, pimping, voluntary manslaughter, aggravathY assault, assault on a phach o55chr, mayf hm, 5rauY, Yomhstic abush, hlYhrly abush, anYcf ilYabush, rhgarYlhss o5 Bf htf hr sucf acts arh punisf ablh by 5hlony or misYhmhanor conviction.

h. I or tfh purposhs o5 tfis provision, a ' hy ehrson is a principal, o55chr, or hmployhh assignhY to tfis Contract, or oBnhr (Yirhetly or inYirhetly, tfrougf onh or morh inthrmhYarihs) o5thn phrchnt or morh o5 tfh voting poBhr or hquity inthrhsts o5 CONWQUTANT.

6. In the event that the Contract as provided in this section, the Client may procure, upon such terms as it may deem appropriate, services similar in scope as the work to be performed by the CONTRACTOR for all of its costs and expenses, including, but not limited to, any direct 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 the CONTRACTOR is not in default under the provisions of this section, or that the default is excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 1 "Termination for Convenience".

K The rights and remedies of the Client provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, the CONTRACTOR shall immediately notify all employees and independent consultants, and shall notify in writing all other parties to the contract by the time of termination of this Contract by the Bidding Yaws of the termination.

#### ARTICLE 14

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties to an approval pursuant to the provisions of **Article 5**.

#### ARTICLE 16

#### **INDEMNIFICATION AND INSURANCE**

##### **16.1 Indemnification**

Except for the active negligence or willful misconduct of the Client, or any of its officers, agents, employees, assigns, and successors in interest, the CONTRACTOR shall agree to indemnify, in the event of any of the following, the Client and any of its officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, damages and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the Client, including but not

limiting to, costs of experts and consultants), damages or liability of any nature for death, loss or injury to any person, including CONWQUTANT's employees and agents, or damage or destruction of any property of either party hereto or of either party, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONWQUTANT or its subconsultants of any tier. Piggyback agreements available to the Client under this provision are cumulative of those provided for elsewhere in this Contract and those of any other contract with the Client. The provisions of Article 16 shall survive expiration or termination of this Contract.

## 16.2 Insurance

During the term of this Contract and without limiting CONWQUTANT's indemnification of the Client, CONWQUTANT shall provide and maintain at its expense, a program of insurance having the coverage and limits customarily carried by and actually arranged by CONWQUTANT, but not less than the amounts and types listed on the Required Insurance and Minimum Limits schedule (Form V-16 in Exhibit D hereto), covering its operations hereunder. Each insurance shall conform to Client requirements established by the Contract, or finance or policy, shall comply with the Insurance Contractual Requirements (Form V-133 in Exhibit D hereto) and shall not be subject to a form acceptable to the Office of the City Administrator, Police Management. CONWQUTANT shall comply with all Insurance Contractual Requirements set forth on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

## ARTICLE 17

### **INDEPENDENT CONTRACTORS**

CONWQUTANT is acting hereunder as an independent consultant and not as an agent or employee of the Client. CONWQUTANT shall not represent or otherwise be found to be in any way its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

18.1 CONWQUTANT warrants that the Work hereunder shall be completed in a manner consistent with professional standards practiced among firms within CONWQUTANT's profession, and the same or similar Work under the same or similar circumstances.

18.2 CONWQUTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and



otfhr shrvihs 5urnisfhY by CONWQUTANT unYhr tfis Contract. CONWQUTANT sfall, at no aYititional cost to CITw, corrhct or rhvish any hrrors, omissions, or otfhr Yh5cihncihs in its Yhsigns, YraBings, sphci5ications, rhports, calculations, anYotfhr shrvihs.

1K3 Tfh CONWQUTANT sfall hxfibit pro5hssional juYgmhnt in tfh ush o5 in5ormation 5urnisfhYby CITw in Articlh ". In tfh hvhnt tfat saiYin5ormation is not YhlivhrhYtimhly or tfat it is YiscovhrhY to bh incorrhct or mislhaYing, CONWQUTANT Bill noti5y tfh CITw in a rhasonablh mannhr a5thr tfh Yiscovhry o5 sucf tarYinhss or incorrhct or mislhaYing in5ormation anY promptly makh a Yhthrmiation o5 its costs anY scfhYulh impact on tfis Contract, as Bhll as rhcommhnyations 5or tfh corrhction o5 sucf incorrhct or mislhaYing in5ormation.

1K" CONWQUTANT sfall phr5orm sucf pro5hssional shrvihs as may bh nhchssary to accomplisf tfh Bork rhquirhYto bh phr5ormhYunYhr tfis Contract in accorYanch Bitf tfis Contract.

1K4 Exchpt as sphci5ihY in Articlh 16 anY as otfhrBish proviYhY in tfis Contract, tfh CONWQUTANT sfall bh anYsfall rhmain liablh, in accorYanch Bitf applicablh laB, 5or all Yamaghs to CITw caushY by CONWQUTANT~~W~~ nhghlight phr5ormanch o5 any o5 tfh shrvihs 5urnisfhY unYhr tfis Contract, hxchpt 5or hrrors, omissions, or otfhr Yh5cihncihs to tfh hxthtnt attributablh to CITw, CITw-5urnisfhYYata, or any tfrYparty.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrsfip o5Data anYUichnsh**

19.1.1 Qnlhss otfhrBish proviYhY5or fhrhin, all F ork eroYucts originathY anY prhparhY by CONWQUTANT or its subconsultants o5 any tihr unYhr tfis Contract sfall bh anY rhmain tfh hxclusivh prophrty o5 tfh CITw 5or its ush in any mannhr it Yhhms appropriath. F ork eroYucts arh all Borks, tangiblh or not, crhathY unYhr tfis Contract incluYing, Bitfout limitation, Yocumhnts, mathrial, Yata, rhports, manuals, sphci5ications, artBork, YraBings, skhtcfhs, computhr programs anY Yatabashs, scfhmatics, pfotograpfs, viYho anY auYiovisual rhcorYings, sounY rhcorYings, marks, logos, grapfic Yhsigns, noths, Bhbsiths, Yomain namhs, invhntions, prochsshs, 5ormulas matthrs anY combinations tfrrho5, anYall 5orms o5 inthllhctual prophrty. CONWQUTANT fhrhby assigns, anY agrhhs to assign, all

gooYBill, copyrigft, traYhmark, pathnt, traYh sherht anY all  
otf hr inthlllhetual proprhty rigfts BorlYBiYh in any F ork  
eroYucts originathY anY prhparhY by CONWQUTANT unYhr  
tf is Contract. CONWQUTANT 5urtf hr agrhhs to hxhcuth any  
Yocumhnts nhchssary 5or tf h CITw to phr5het, mhmorializh,  
or rheorYtf h CITw' WoBnhrsf ip o5 rigfts proviYhYf hrhin.

19.1.2 F itf rhgarY to tfh basis 5or  
Yhsign calculations anYhnginhhring noths, sucf Yata sf all bh  
proviYhY to tfh CITw in (a) farY covhr post binYhr(s),  
appropriathly inYhxrY, on tf in Mylar stock or gooY quality  
paphr satis5actory 5or rhproYuction.

19.1.3 For all Forero Yucts YhlivhrhYto fh CITw fh at arh not originathYor prhparhYby CONWQUTANT or its subconsultants o5 any tih unYhr fh is Contract, CONWQUTANT fhrrhby grants a non-hxclusivh phrphtual lichnsh to ush sucf Forero Yucts 5or any CITw purposhs.

19.1." CONWUTANT sfall not  
proviYh or Yisclosh any F ork eroYucts to any tfirY party  
Bitfout prior Britthn conshtnt o5tfh CLTw.

19.1.4 All Yocumhnts, in5ormation anY prh-hxisting mathrials proviYhY by CLTw to CONWQUTANT anY its subconsultants arising out o5 or rhlathY to tfis Contract sfall rhmain tfh proprhty o5 tfh CLTw. Tfh CONWQUTANT may not ush, Yistributh or otfhrBish makh public in any mannhr, hitfhr 5or pro5it or not 5or pro5it, any o5 tfh in5ormation, Yocumhntation, or prochYurhs YvhlophY 5or tfh CLTw fhrhunYhr Bitfout tfh prior Britthn consht o5 tfh CLTw. CONWQUTANT 5urtfhr agrhhs to hxhcuth any Yocumhnts nhchssary 5or tfh CLTw to phr5hct, mhmorializh, or rhcorY tfh CLTw'WoBnhrsfip o5 rigfts.

[illegible]

subconsultants. But if such obligations of all subject CONTRACTANT to the imposition of any and all sanctions allocated by law, including but not limited to termination of CONTRACTANT'S Contract But if the CLT.

19.1.7 CONTRACTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CLT irreparable harm. CLT may therefore seek to enforce this right 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 CLT from seeking or obtaining any other relief to which CLT may be entitled.

## 19.2 Intellectual Property Warranty

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

## 19.3 Intellectual Property Indemnification

19.3.1 CONTRACTANT, at its own expense, undertakes and agrees to indemnify, defend, and hold harmless the CLT, and any of its goals, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, damages and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CLT, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any sign, medium, matter, article, process, method, application, equipment, device, instrument, software, hardware, or firmware used by CONTRACTANT, or its subconsultants or any third party, in performing the work under this

Contract; or (2) as a result of the CWT's actual or intentional use of any Force or Yuct furnished by CONWUTANT, or its subconsultants or any tier, under the Contract. Pigf's and rhmhy's available to the CWT under this provision are cumulative of those provisions for which Bfhrh in this Contract and those allocated under the lBs of the Qnithy Waths, the Wath of California, and the CWT. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19.3.2 In CONWUTANT's WYhsh of the CWT Yhshants, negotiation, compromise, any shthmht of any such inringmht action, the Uos Angl's City Attorney's Office shall retain Yscrhtion in any control of the litigation, negotiation, compromise, shthmht, any appeals therefrom, as required by the Uos Angl's City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

19.3.3 For any Force or Yuct furnished by CONWUTANT (a) becomes the subject of an action, (b) is accused as infringing a party's Intellectual property right, or (c) as its use injures or causes termination; CONWUTANT shall, with the CWT's consent, be on of the following immutably. CONWUTANT shall at its expense hire:

- i) procure for the CWT the right or license to continue using the Force or Yuct; or
- ii) replace the Force or Yuct with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CWT or Yminish the intentional benefits and use of the Force or Yuct by the CWT under this Contract.

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Notwithstanding to whom, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in UAAC Section 10. Khsq., as amended from time to time.

A. CONWQUTANT shall comply with the applicable non-Discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, CONWQUTANT 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 marital condition.

G. The requirements of Section 10.K2.1 of the UAAC, the Equal Goals Ordinance, and the provisions of Section 10.K2.1(5) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.K3 of the UAAC are incorporated and made a part of this Contract by reference and the Bill be known as the "Equal Employment practices" provisions of this Contract.

D. The provisions of Section 10.K" of the UAAC are incorporated and made a part of this Contract by reference and the Bill be known as the "Affirmative Action program" provisions of this Contract.

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

## ARTICLE 21

## **BUSINESS INCLUSION PROGRAM**

CONWQUTANT agrees and obligates itself to utilize the services of Minority Business Enterprises (MBE), Formerly Owned Business Enterprises (F OBE), Woman Business Enterprises (WBE), Emerging Business Enterprises (EOBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) firms on a level so significant in its proposal. CONWQUTANT certifies that it has complied with the Business Inclusion program outlined in the requirements of Mayor's Executive Directive 1", which is included as Attachment 7 to the Request for Qualifications. CONWQUTANT shall not engage any of the significant subcontractors or vendors of this contract without prior written approval of the City provided that such approval will not be unreasonably withheld.

CONWQUTANT shall submit the list of potential MBE/F OBE/WBE/EOBE/DVBE/OBE subcontractors (**Exhibit C – Schedule A**) along with this proposal. At the time a specific task or work is assigned to the consultant, the consultant must submit the Task Force or Work List of subcontractors (**Exhibit C - Schedule B**). During the term of the



contract, the CONTRACTANT must submit the MGE/F GE/WGE/EGE/DS GE/OGE Utilization schedule (Exhibit C - Schedule C) before submitting an invoice to the City. Upon expiration or termination of the contract, a summary of the work performed shall be prepared on the final Work Consulting Report Form (Exhibit C - Schedule D) and certified by the CONTRACTANT or its authorized representative. The completion form shall be furnished to the City within 14 Working Days after expiration or termination of the contract.

CONTRACTANT agrees any obligations it shall to utilize the services of Minority, Female, Small, Emerging, Disabled, Veteran, and Out of State Firms on a level so significant in its proposal, in any. The City as set anticipated participation levels of 1% MGE, 2% F GE, 24% WGE, 8% EGE, and 3% DS GE.

## ARTICLE 22

### **EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under any in accordance with this Contract, if the delay or failure arises out of strikes, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's consultants), significant 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's delay or failure to perform (the events are referred to in this provision as "excusable events").

Notwithstanding the foregoing, a delay or failure to perform by a consultant of CONTRACTANT shall not constitute a breach of the contract, unless the delay or failure arises out of causes beyond the control of both CONTRACTANT and the consultant, and without any fault or negligence of either of them. In such case, CONTRACTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the consultant be obtainable from other sources in sufficient time to permit CONTRACTANT to perform timely. As such in this Contract, the term "consultant" means a subconsultant at any time.

In the event CONTRACTANT's delay or failure to perform arises out of a breach of the contract, CONTRACTANT agrees to use commercially reasonable efforts to obtain the goods or services from other sources, and to take all mitigating steps to the maximum extent the delay caused by the breach of the contract.

## ARTICLE 23

### **SEVERABILITY**

Would any portion of this Contract be Unenforceable to be void or unenforceable, such as all be subject to the B of the Contract Bill continue as modified.

## ARTICLE 2

### **DISPUTES**

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

## ARTICLE 24

### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 14 hereof.

## ARTICLE 26

### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party shall comply with all applicable laws of the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, and all other laws and regulations. This Contract shall be governed by the laws of the State of California and shall not be subject to conflict of law principles. CONTRACTANT shall comply with all laws, rules, regulations, and/or procedures that apply to the performance of this Contract.

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

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

## ARTICLE 27

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTANT represents that it has obtained any and all necessary City of Los Angeles Tax Registration Certificate(s) required by the City of Los Angeles Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles

Municipal CoYh. I or tñh thrm covhrhY by tñis Contract, CONWQUTANT sfall maintain, or obtain as nhchssary, all sucñ Chrtiñcaths rhquirhY oñ it unYñr tñh Gusinhss Tax OrYinanch, anYsfall not alloB any sucñ Chrtiñcath to bh rhvokhY or susphnYhY.

#### APTICUE 2K

#### **BONDS**

All bonYs rhquirhY by CITw sfall bh ñlhY Bitñ tñh Oññich oñ tñh City AYministrativh Oññichr, Pisk Managhmhnt ñor its rhvihB anYacchptanch in accorYanch Bitñ Uos Anghlñs AYministrativh CoYh ("UAAC") Wñctions 11."7 ht shq., as amhnYhY ñrom timh to timh.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

Tñis Contract is subjñet to tñh CfilyWñpport Assignmhnt OrYñrs OrYinanch, Wñction 10.10 oñ tñh Uos Anghlñs AYministrativh CoYh, as amhnYhY ñrom timh to timh. CONWQUTANT is rhquirhY to complñth a Chrtiñcation oñ Complianch Bitñ CfilyWñpport Obligations Bñicñ is attacñhY fñrhñto as **Exhibit E** anYincorporathYfñrhñ by tñis rhñrhñch. eursuant to tñh CfilyWñpport Assignmhnt OrYñrs OrYinanch, CONWQUTANT Bill ñully comply Bitñ all applicablñ stath anYññññal hñploymñnt rhñorting rhquirhñmhnts ñor CONWQUTANT'Whñploymññs. CONWQUTANT sfall also chrtiñy (1) tñat tñh principal oBñññr(s) oñ CONWQUTANT is (arh) in complianch Bitñ any F agh anY Earnings Assignmhnt OrYñrs anY Notichs oñ Assignmhnt applicablñ to tññm phñsonally; (2) tñat CONWQUTANT Bill ñully comply Bitñ all laBñully shrñvhYF agh anYEarnings Assignmhnt OrYñrs anYNotichs oñ Assignmhnt in accorYanch Bitñ Wñction 4230, *et seq.* oñ tñh Caliñornia I amily CoYh; anY(3) tñat CONWQUTANT Bill maintain sucñ complianch tñrougfout tñh thrm oñ tñis Contract.

eursuant to Wñction 10.10(b) oñ tñh Uos Anghlñs AYministrativh CoYh, ñailurh oñ CONWQUTANT to comply Bitñ all applicablñ rhñorting rhquirhñmhnts or to implñmhnt laBñully shrñvhY F agh anY Earnings Assignmhnt OrYñrs anY Notichs oñ Assignmhnt, or tñh ñailurh oñ any principal oBñññr(s) oñ CONWQUTANT to comply Bitñ any F agh anY Earnings Assignmhnt OrYñrs or Notichs oñ Assignmhnt applicablñ to tññm phñsonally, sfall constituth a Yññault by tñh CONWQUTANT unYñr tñis Contract, subjñeting tñis Contract to thrmination iñ sucñ Yññault sfall continuh ñor morh tñan nññty (90) Yays aññññññ notich oñ sucñ Yññault to CONWQUTANT by tñh CITw.

Any subcontract hñññrhY into by CONWQUTANT, to tñh hñññññññ alloBñY fññññññññ, sfall incluYñ a likñ provision ñor Bork to bh phññormññY unYñr tñis Contract. I ailurh oñ CONWQUTANT to obtain complianch oñ its subconsultants sfall constituth a Yññault by CONWQUTANT unYñr tñis Contract, subjñeting tñis Contract to thrmination Bñññññ sucñ Yññault sfall

continuh 5or morh tfan ninhty (90) Yays a5thr notich o5 sucf Yh5ault to CONWQUTANT by tfh CLTw.

CONWQUTANT chrti5hs tfat, to tfh bhst o5 its knoBlhYgh, it is 5ully complying Bitf tfh Earnings Assignmhnt OrYhrs o5 all hmployhhs, anY is proviYing tfh namhs o5 all nhB hmployhhs to tfh NhB Hirh Phgistry maintainhY by tfh Employmhnt Dhvhlopmhnt Dhpartmhnt as sht 5ortf in Wction 7110(b) o5 tfh Cali5ornia eublic Contract CoYh.

#### APTICUE 30

#### **LIVING WAGE ORDINANCE**

CONWQUTANT sfall comply Bitf tfh Uiving F agh OrYinanch, UAAC Wction 10.37 ht shq., as amhnYhY 5rom timh to timh. CONWQUTANT 5urtfhr agrhhs tfat it sfall comply Bitf 5hYhral laB proscribing rhtaliation 5or union organizing. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tfis Contract must incluYh an iYhntical provision.

#### APTICUE 31

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONWQUTANT sfall comply Bitf tfh Wrrvich Contractor F orkhr Phthntion OrYinanch, UAAC Wction 10.36 ht shq., as amhnYhY 5rom timh to timh. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tfis Contract must incluYh an iYhntical provision.

#### APTICUE 32

#### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhprhshnts anYchrti5hs tfat:

- A. CONWQUTANT sfall comply Bitf tfh Amhricans Bitf Disabilitihs Act, as amhnYhY, "2 Q.WC. Wction 12101 ht shq., tfh Phfabilitation Act o5 1973, as amhnYhY, 29 Q.WC. Wction 701 ht shq., tfh I air Housing Act, anY its implhmhnting rhgulations anY any subshquhnt amhnYmhnts, anY Cali5ornia Vovhrnmhnt CoYh Wction 11134;
- G. CONWQUTANT sfall not Yiscriminath on tfh basis o5 Yisability or on tfh basis o5 a phrson's rhlationsfip to, or association Bitf, a phrson Bfo fas a Yisability;
- C. CONWQUTANT sfall proviYh rhasonablh accommoYation upon rhquhst to hnsurh hqual acchss to CLTw-5unYhY programs, shrvihs anY activitihs;
- D. Construction Bill bh phr5ormhY in accorYanch Bitf tfh Qni5orm

Physical Accessibility Requirements (QIAW), 2" C.I.P. part "0; and

- E. The buildings and facilities used to provide services under this Contract are in compliance with the physical and statistical standards for accessibility as set forth in the 2010 ADA Requirements, California Title 2", Chapter 11, or other applicable physical and statistical law.

CONTRACTOR understands that CITT is relying upon the representations and representations as a condition to signing this Contract. Any subcontract entered into by CONTRACTOR or Bork to be performed under this Contract must include an identical provision.

#### ARTICLE 33

#### **WAIVER**

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

#### ARTICLE 34

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

#### ARTICLE 35

#### **PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees and subconsultants, to the extent allowed by law, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR's performance under this Contract and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITT of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certifications, or other documents.

#### ARTICLE 36

#### **CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay before due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITT property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against



CONTRACTOR's rights to payments from you, or against the CITW, and you shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### ARTICLE 37

#### **BEST TERMS**

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

#### ARTICLE 38

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, UAC Section 10.01 et seq., as amended from time to time.

#### ARTICLE 39

#### **BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement made by it or by any subcontractor, or if any party may avail itself of all rights and remedies, at law or equity, in the courts of the City. If any rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, such a penalty or forfeiture, or be unjustly compensated.

#### ARTICLE 40

#### **SLAVERY DISCLOSURE ORDINANCE**

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, UAC Section 10.01 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.

#### ARTICLE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Notwithstanding to whom this Contract is valued at \$100,000 or more and you require approval by an elected CITW officer, CONTRACTOR, CONTRACTOR's principals, and CONTRACTOR's subcontractors together at least \$100,000 for performance under this Contract, and the principals of those subcontractors (the "Prohibited Persons") shall comply with Chapter Section 70(c)(12) and UAC Section 9.7.34. I agree to comply herewith to the extent that this Contract and to pursue all available legal remedies. Chapter Section 70(c)(12) and UAC Section 9.7.34 limit the ability of the Prohibited Persons to make campaign contributions to any agency in San Francisco for certain elected CITW officials

or canYiYaths 5or hlhethY CITw o55ich 5or tBhlv montf's a5thr tf is Contract is signhY. AYYitionally, a CONWQUTANT subjhet to Cf arthr Wction "70(c)(12) is rhquirhY to comply Bitf Yisclosurh rhquirhmnts by submitting a complhthY anY signhY Etfics Commission Iorm 44 anY to amhnY tfh in5ormation in tfat 5orm as sphci5hY by laB. Any CONWQUTANT subjhet to Cf arthr Wction "70(c)(12) sf all incluYh tfh 5olloBing notich in any contract Bitf any Wibconsultant hxphtethY to rhchivh at llast #100,000 5or phr5ormanch unYhr tf is Contract:

“Notich PhgarYing Phstrictions on Campaign Contributions anY I unYraising in City Elhctions  
wou arh a subconsultant on City o5 Uos Anghlhs Contract ~~#####~~ eursuant to tfh City o5 Uos Anghlhs Cf arthr Wction "70(c)(12) anY rhlatethY or Yinanchs, you anY your principals arh profibithY 5rom making campaign contributions to anY 5unYraising 5or chrtain hlhethY City o5 Uos Anghlhs (“CITw”) o55icials anY canYiYaths 5or hlhethY CITw o55ich 5or tBhlv montf's a5thr tfh CITw contract is signhY. wou arh rhquirhY to proviYh tfh namhs anY contact in5ormation o5 your principals to tfh CONWQUTANT anY to amhnY tfat in5ormation Bitf in thn businhss Yays i5 it cfanghs Yuring tfh tBhlv montf timh phrioY. I ailurh to comply may rhsult in thrmination o5 tf is Contract anY any otfhr availablh lhgal rhmhYihs. In5ormation about tfh rhstrictions may bh 5ounY onlinh at [etfics.lacity.org](http://etfics.lacity.org) or by calling tfh Uos Anghlhs City Etfics Commission at (213) 97K-1960.”

## APTICUE "2

### **FIRST SOURCE HIRING ORDINANCE**

CONWQUTANT sf all comply Bitf tfh Iirst Wurch Hiring OrYinanch, UAAC Wction 10."" ht shq., as amhnYhY 5rom timh to timh. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tf is Contract must incluYh an iYhntical provision.

## APTICUE "3

### **IRAN CONTRACTING ACT**

In accorYanch Bitf Cali5ornia eublic Contract CoYh Wctions 2200-220K, all biYYhrs submitting proposals 5or, hnthring into, or rhnhBing contracts Bitf tfh City o5 Uos Anghlhs 5or gooYs anY shrvichs hstimathY at #1,000,000 or morh arh rhquirhY to complhth, sign, anY submit tfh “Iran Contracting Act o5 2010 Complianch A55Yavit”.

## APTICUE ""

### **SUSPENSION**

At CITw' Wsolh Yiscrhtion, CITw may susphnY any or all shrvichs proviYhY unYhr tf is Contract by proviYing CONWQUTANT Bitf Britthn notich o5 susphnsion. Qpon rhchipt o5 tfh notich o5 susphnsion, CONWQUTANT sf all immhYiathly chash tfh shrvichs susphnYhY anY sf all not incur any aYYitional obligations, costs or hxpshs to CITw until CITw givhs Britthn notich to

the common law of the state.

#### ARTICLE 4

#### **DATA PROTECTION**

- A. CONTRACTOR shall protect, using the most secure means any technology that is commercially available, City-provided data or consumer-provided data acquired in the course 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 thirty days, of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data relating to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, any 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 furnish the report of the investigation to City. At City's sole discretion, City and its authorized agents shall have the right to liaise or participate in the investigation. CONTRACTOR shall cooperate fully with City, its agents and law enforcement.
- G. If City is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless City and its officers and employees against any resulting actions.

#### ARTICLE 6

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONTRACTOR shall comply with the City Contractors' Code of Criminal History for Consideration of Employment Applications Ordinance, UACB Section 10.01(h), 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.

#### ARTICLE 7

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for City to comply with

its governing legal requirements, CWT shall have no obligation to make any payments to CONWUTANT unless CWT 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. CONWUTANT agrees that any services provided by CONWUTANT, purchases made by CONWUTANT or expenses incurred by CONWUTANT in excess of the appropriation(s) shall be the net amount out of cash to CWT and CWT shall have no obligation to pay for the services, purchases or expenses. CONWUTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CWT appropriates additional funds for this Contract.

#### ARTICLE "K

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

CONWUTANT shall comply with all identity theft laws including but not limitation, laws relating to: (1) payment devices; (2) credit and debit cards; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirements relating to the content of transaction receipts provided to Customers. CONWUTANT also shall comply with all requirements relating 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, CONWUTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE "9

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from firing 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 specified in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONWUTANT 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 CWT. CONWUTANT is required to have all employees, volunteers and consultants (including all employees and volunteers of any consultant) of CONWUTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONWUTANT's sole expense, indicating that such individuals

favh nhvhr bhhn conviethYo5chrtain crimhs as rh5hrhncYin tfh ehna CoYh anYarticulathYin Cali5ornia eublic Phsourchs CoYh Wction 416"(a)(2), i5 tfh inYiviYual Bill favh suphrvisory or Yisciplinary autfority ovhr any minor.

#### APTICUE 40

#### **POSSESSORY INTERESTS TAX**

Pigfts granthY to CONWQUTANT by CITw may crhath a posshssory intrhrst. CONWQUTANT agrhhs tfat any posshssory intrhrst crhathY may bh subjct to Cali5ornia Phvhnuh anYTaxation CoYh Wction 107.6 anY a proprty tax may bh lhvihY on tfat posshssory intrhrst. I5 applicablh, CONWQUTANT sfall pay tfh proprty tax. CONWQUTANT acknoBlhYghs tfat tfh notich rhquirhY unYhr Cali5ornia Phvhnuh anY Taxation CoYh Wction 107.6 fas bhhn proviYhY.

#### APTICUE 41

#### **CONFIDENTIALITY**

All Yocumhnts, in5ormation anYmathrials proviYhYto CONWQUTANT by CITw or YvhlophY by CONWQUTANT pursuant to tfis Contract (collhctivhly “Con5Yhntial In5ormation”) arh con5Yhntial. CONWQUTANT sfall not proviYh or Yisclosh any Con5Yhntial In5ormation or tfhir conthnts or any in5ormation tflrhin, hitfhr orally or in Briting, to any phrson or hntity, hxchpt as autforizhYby CITw or as rhquirhYby laB. CONWQUTANT sfall immhYiathly noti5y CITw o5 any atthmpt by a tfirY party to obtain acchss to any Con5Yhntial In5ormation. Tfis provision Bill survivh hpiration or thrmination o5tfis Contract.

#### APTICUE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Qnlhss otflhrBish hxxmpt in accorYanch Bitf tfh provisions o5 tfis OrYinanch, tfis Contract is subjct to tfh Disclosurh o5 GorYhr F all Contracting OrYinanch, Wction 10.40 o5 tfh Uos Anghlhs AYministrativh CoYh, as may bh amhnYhY5rom timh to timh. CONWQUTANT chrti5ihs tfat it fas complihYBitf tfh applicablh provisions o5 tfis OrYinanch. I ailurh to 5ully anYaccurathly complhth tfh a55Yavit may rhsult in thrmination o5tfis Contract.

#### APTICUE 43

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employhhs o5 Consultant anYor phrsons Borking on its bhfal5, incluYing, but not limithY to, subconsultants (collhctivhly, “Contractor ehrsnnhl”), Bfilh phr5orming shrvichs unYhr tfis Contract anY prior to intrhacting in phrson Bitf City hmployhhs, contractors, volunthhrs, or mhmhbhrs o5 tfh public (collhctivhly, “In-ehrson Wrrvichs”) must bh 5ully vaccinathYagainst





**ATTEST:**

HOUUw U. F OUCOTT, City Clhrk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. I EQEP, City Attornhy

**By:**

**Title:** Assistant City Attorney

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

GEOSYNTEC CONSULTANTS

AMENDMENT NO. 1 TO CONTRACT NO. C-129645, FOR PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF LOS ANGELES AND GEOSYNTEC CONSULTANTS.

This Amendment modifies the Contract executed on July 12, 2015, between the City of Los Angeles hereinafter referred to as (CITY) and Geosyntec Consultants hereinafter referred to as (CONSULTANT).

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for project management, planning, design and construction management for wastewater and stormwater related projects and CONSULTANT submitted a statement of qualifications, in response and

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

WHEREAS, on July 12, 2015, Contract No. C-129645 was awarded to CONSULTANT, the terms of which will expire on July 11, 2022 and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and environmental engineering services for the various Department of Public Works projects and has the capacity and experienced personnel to provide the required services and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years through July 11, 2025 and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-129645 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects, the Bureau of Engineering plans to utilize consultants to provide program management, project management,

planning, design and construction management for wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater and stormwater related projects such as conveyance systems, treatment facilities, pumping plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

#### ARTICLE /

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article / is hereby amended to add Section /./ to read as follows'

##### **././ 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: final payment made by CITY, or the expiration of this Contract or termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY's representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY's written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 is hereby amended in its first paragraph to read as follows'

CITY designates Ethan B. Wong as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.



#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended in its entirety to read as follows'

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 13 or extended by amendment to this Contract.

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

- g'a'' This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto
- g'7'' This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to bind such approval
- g'g'' The Office of the City Attorney has indicated in writing its approval of this Contract as to form and
- g'd'' This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No Change

#### ARTICLE 5

#### **COMPENSATION, INVOICING AND PAYMENT**

No Change

#### ARTICLE 8

#### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows'

All notices shall be made in writing and may be by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows'

To the CITY'

Contact Person'

Address'

Ethan B. Wonb, Division Engineer  
Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Preberson Bldg., Suite 200  
Playa Del Rey, CA 9029/

To CONSULTANT'

Contact Person'

Address'

Ken Susilo, Vice President  
338 S. Hill Street, Suite 1008  
Los Angeles, CA 9001/

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles'

ARTICLE 12

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

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

masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 11

### **KEY CONSULTANT PERSONNEL**

- 11.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 11.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 11.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

## ARTICLE 12

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY's default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY's sole discretion, CITY may accept or reject CONSULTANT's plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT's breach of this Contract.
2. If the default under this Contract is due to CONSULTANT's failure to maintain the insurance required under this Contract, CONSULTANT shall immediately suspend performance of any services under this Contract for which insurance was required and shall notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY's requirements.
- /. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
3. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY's laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

4. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense in; or in moral turpitude under federal, state, or local laws (Act of Moral Turpitude““).

7. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 665.4, crimes in; or in weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.5, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 4163(g)(2) in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner directly or indirectly, through one or more intermediaries, of ten percent or more of the voting power or equity interests of CONSULTANT.



6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall reimburse CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

5. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 13 Termination for Convenience.

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

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within fifteen working days of the termination.

## ARTICLE 14

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### 16.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation including all actual litigation costs incurred by the CITY, including but not

limited to, costs of experts and consultants”, damages or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 16 shall survive the expiration or termination of this Contract.

## 16.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall procure and maintain at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet of Form Gen 136 in Exhibit D hereto”, covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements of Form General 111 in Exhibit D hereto” and shall otherwise be in a form acceptable to the Office of the City Administrator or Officer, Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

## ARTICLE 15

### **INDEPENDENT CONTRACTORS**

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

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and

other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

18.2 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 3. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

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

18.4 Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

19.1.1 Unless otherwise provided for herein, all Work Products originated and required by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audio/visual recordings, sound recordings, maps, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all

goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and required by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

19.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in "hard copy" form and shall be appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the CITY's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its

subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

19.1.5 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to procure 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.

## 19.2 Intellectual Property Warranty

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

## 19.3 Intellectual Property Indemnification

19.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants); damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contritory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (in or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this



Contract or as a result of the CITY's actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19.2 In CONSULTANT's defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 251, 252 and 253 thereof.

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

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

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

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

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1g are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.2 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the (E)qual Employment Practices provisions of this Contract.
- D. 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 (Affirmative Action Program) provisions of this Contract.

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 13, which is included as Attachment 5 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBEs, WBEs, SBEs, EBEs, DVBEs, OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the

contract, the CONSULTANT must submit the MBE/WBE/SBE/DBE/VBE/DBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the "Final Consultant Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 14 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise MBE/WBE/SBE/DBE/VBE/DBE" firms on a level designated in its proposal, if any. The CITY has set anticipated participation levels of 18% MBE, 3% WBE, 24% SBE, 8% DBE, and / % DVBE.

## ARTICLE 22

### **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 together than a lockout by the party or any of the party's Consultants", 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 Consultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Consultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Consultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Consultant" means a consultant at any tier.

In the event CONSULTANT's delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 23

### **SEVERABILITY**

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

#### ARTICLE 23

#### **DISPUTES**

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

#### ARTICLE 24

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 14 hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 25

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles

Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **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 11.35 et seq., as amended from time to time.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT's employees. CONSULTANT shall also certify that the principal owners of CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 42/0, *et seq.* of the California Family Code and that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10 of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owners of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subject to this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a live provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subcontractors shall constitute a default by CONSULTANT under this Contract, subject to this Contract to termination where such default shall



continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earned Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 5110g of the California Public Contract Code.

#### ARTICLE / 0

#### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.5 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law prohibiting retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE / 1

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.6 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE / 2

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 32 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1957, as amended, 29 U.S.C. Section 501 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11142.
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities.
- D. Construction will be performed in accordance with the Uniform

Federal Accessibility Standards gUFAS”, 23 C.F.R. Part 30j 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 23, Chapter 11, or other applicable federal and state law.

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

#### ARTICLE //

#### **WAIVER**

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

#### ARTICLE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not, unless it has first obtained the written permission of the CITY'

g'a" Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

g'f" Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### ARTICLE / 4

#### **PERMITS**

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

#### ARTICLE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder", against

CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE / 5

**BEST TERMS**

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

ARTICLE / 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.30 et seq., as amended from time to time.

ARTICLE / 9

**BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 30

**SLAVERY DISCLOSURE ORDINANCE**

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.31 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY officer, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those subconsultants (the "Restricted Persons") shall comply with Charter Section 350(g)(2) and LAMC Section 39.5/4. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 350(g)(2) and LAMC Section 39.5/4 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials.

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 350g"gl2" is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 44 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 350g"gl2" shall include the following notice in any contract with any Consultant 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 consultant on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 350g"gl2" and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles or CITY officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at 213-958-1960."

## ARTICLE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.33 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## ARTICLE 33

### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the (Iran Contracting Act of 2010 Compliance Affidavit).

## ARTICLE 33

### **SUSPENSION**

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

recommence the services.

#### ARTICLE 34

#### **DATA PROTECTION**

- A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-owned data or consumer-owned data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, including, the "City Data". CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY's sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 36

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.38 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 35

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with



its books, records and requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriations shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, purchases, provide any equipment or incur any expenses in excess of the appropriated amounts until CITY appropriates additional funds for this Contract.

#### ARTICLE 38

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

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to "payment devices," credit and debit card fraud and "the Fair and Accurate Credit Transactions Act (FACTA)", including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 39

##### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 4163 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 4163(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 4163, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and subconsultants including all employees and volunteers of any subconsultant of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT's sole expense, indicating that such individuals

has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 4163g<sup>2</sup>, if the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE 40

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 105.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 105.6 has been provided.

#### ARTICLE 41

#### **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or delivered by CONSULTANT pursuant to this Contract collectively (Confidential Information) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.40 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE 43

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants collectively, (Contractor Personnel), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the public collectively, (In-Person Services) must be fully vaccinated against

the novel coronavirus 2019 (COVID-19"). (Fully vaccinated" means that 13 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech" or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen" and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (Exemptions" to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services are tested positive for or have been diagnosed with COVID-19, and shall be informed by a medical professional that they are likely to have COVID-19, or may meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

GEOSYNTEC CONSULTANTS

**By: Ken Susilo**

**Title: Vice President**

**Date:**

CITY OF LOS ANGELES

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129649

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW WASTE WATER TREATMENT PLANT

By

THE CITY OF WASHINGTON

and

the ATC



AMENDMENT NO. 1 TO CONTRACT NO. C-129649, I O P e P E - R Q A U I I E D O N - C A U U  
F A W T E F A T E P A N D E N S I P O N M E N T A U E N V I N E E P I N V W E P S I C E W G E T F E E N T d E  
C I T w O I U O W A N V E U E W A N D d A T C d .

T f H A s h n Y s h n t s o Y H i t f h C o n t r a c t h n c x t h Y o n u x J l 12, 2 y 10, 7 h t B h n t f h C H l o 5  
U o i A n b h j h i g f h r h h a 5 h r r h Y t o a i ( C I T w " " a n Y d a t c f g f h r h h a 5 h r r h Y t o a i  
( C O N W Q U T A N T " " .

## F I T N E W W E T d

F d E P E A W C I T w H i x h Y a P h ) x h i t 5 o r R x a J l l a t h o n i g P I R " o n W q t h s 7 h r 29, 2 y 16 5 o r  
q r o p h c t s a n a b h s h n t , q J a n n h b , Y h i h n a n Y c o n i t r x c t h o n s a n a b h s h n t 5 o r B a i t h B a t h r a n Y  
i t o r s B a t h r r h j a t h Y q r o p h c t i a n Y C O N W Q U T A N T i x 7 s H h Y a i t a t h s h n t o 5 ) x a J l l a t h o n i , H  
r h i q o n i h j a n Y

F d E P E A W C O N W Q U T A N T Y h s o n i t r a t h Y ) x a J l l a t h o n i t o q h r 5 o r s i a l Y i h r ; H h i a n Y  
B a i i h j h e t h Y 7 l C I T w i t a 5 5 7 a i h Y o n t f h h ; a J x a t h o n c r l h r h i h t 5 o r t f H t f h P I R j a n Y

F d E P E A W o n u x J l 12, 2 y 10, Contract No. C-129649 B a i a B a r Y h Y t o C O N W Q U T A N T ,  
t f h t h r s i o 5 B f H f B H l h n q l h h o n u x J l 11, 2 y 22 j a n Y

F d E P E A W t f h C O N W Q U T A N T H c x r r h n t J l q r o ; H h b o n - c a J l B a i t h B a t h r a n Y  
h n ; H o n s h n t a J h n b h h r h b i h r ; H h i 5 o r t f h ; a r l o x i D h q a r t s h n t o 5 e x 7 J l l F o r v i q r o p h c t i a n Y f a i  
t f h c a q a c H l a n Y h n q h r H n c h Y q h r i o n n h J t o q r o ; H h t f h r h ) x H h Y i h r ; H h i j a n Y

F d E P E A W t f h C I T w a n Y C O N W Q U T A N T f a ; h a b r h h Y t o h n t h n Y t f h t h r s o 5 t f h C o n t r a c t  
7 l k a Y Y H l l o n a J l h a r i t f r o x b f u x J l 11, 2 y 20 j a n Y

F d E P E A W t f h C I T w ' W D h q a r t s h n t o 5 e x 7 J l l F o r v i , G x r h a x o 5 E n b h h r h b , g f h r h h a 5 h r  
r h 5 h r r h Y t o a i ( G Q P E A Q " " , H t f h e r o b r a s M a n a b h r a n Y o ; h r i h h i t f h C O N W Q U T A N T ' W  
q h r 5 o r s a n c h o 5 t f H C o n t r a c t j a n Y

N O F , T d E P E I O P E , H c o n i H h r a t h o n o 5 t f h 5 o r h b o h b a n Y o 5 t f h 7 h n h 5 H B f H f B H l  
a c c r x h t o t f h q a r t H i f h r h t o H c a r r l H b o x t t f h c o n Y H l o n i o 5 t f H A s h n Y s h n t N o . 1 , C o n t r a c t N o .  
C - 129649 H f h r h 7 l a s h n Y h Y a i 5 o J l o B i :

## A P T I C U E 1

## DEFINITIONS

No C f a n b h

## A P T I C U E 2

## PROJECT DESCRIPTION

A r t i c l e 2 H f h r h 7 l a s h n Y h Y H H h n t h l t l t o r h a Y a i 5 o J l o B i :

O n c h r t a H e x 7 J l l F o r v i q r o p h c t i , t f h G x r h a x o 5 E n b h h r h b q J a n i t o x t H h  
c o n i x J t a n t i t o q r o ; H h q r o b r a s s a n a b h s h n t , q r o p h c t s a n a b h s h n t ,

qJannhbb, Yhihbn anY conitrxtion s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti, ios htH hi on an hs hrhbncl 7aiH, Yxrhb tfh coxrih o5a thn-l har qhrhY. Tfh h i hr; hhi s al hcxYh, 7xt arh not JH hY to tfh o; hraJJ qJannhbb, Yhihbn anYconitrxtion s anabhs hnt o5BaithBathr anY itors Bathr rhJathY qrophcti ixcf ai con; hl anch iliths i, a7aths hnt 5acHhhi, qxs qhb qJanti, trhats hnt 5acHhhi, oYor controJ, rhcl cJhY/rhcJaH hY Bathr qrophcti anY otfhr BaithBathr anY itors Bathr 5acHhhi oBnhY or qJannhY 7l tfh CLTw.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 H fhrh7l as hnYhY to aYYWiction 3.3 to rhaYai 5oJJoBi:

##### **3.3 Phthntion o5PhcorYi, AxYH anYPhqorti**

CONTRACTOR ifaJJ s aHtaH aJJ rhcorYi, hcxYhb rhcorYi o5 5hancHJ traniactiHni, qhrtaHhb to tfh qhr5ors anch o5tfH Contract, H tfhH orHhAJ 5ors or ai otfhrBHh aqro; hY 7l CLTw. Tfh h rhcorYi ifaJJ 7hrtaHhY 5or a qhrhY o5no Jhi i tfan tfrhh l hari 5ors tfh Jathr o5tfh 5oJJoBhb: gl" 5haJ qal s hnt s aYh 7l CLTw, g2" tfh hmqHation o5 tfH Contract or g3" thrs Hation o5tfH Contract. Tfh rhcorYi BH 7h ix7pct to hnas Hation anY axYH 7l axtf orHhY CLTw qhri onnhJ or CLTw'Wrhqrhi hntatHhi at anl tH h. CONTRACTOR ifaJJ qro; Hh anl rhqorti rh) xhi thY 7l CLTw rhbarYhb qhr5ors anch o5 tfH Contract. Anl ix7contract hnthrhY Hto 7l CONTRACTOR 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit hcxYh an HhntHaj qro; Hhbn.

In JHx o5rtaHhb tfh rhcorYi 5or tfh thrs ai qrhicrHhYH tfH qro; Hhbn, CONTRACTOR s al, xqon CLTw'WBrHhbn aqro; aJ, ix7s H tfh rh) xhthY H 5ors ation to CLTw H an hJctronH 5ors at, h.b. QWG 5aif YrHh, at tfh hmqHation or thrs Hation o5tfH Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 H fhrh7l as hnYhYH H 5h t qarabraqf to rhaYai 5oJJoBi:

CLTw Yhihbnathi Etfan G. Fonb ai H ENVINEEP, rhqrhihntHb tfh CLTw H aJJ s atthri BHfH tfh icoqh o5 tfH Contract rhJatHb to tfh conYxct anYaqro; aJo5tfh Borv to 7h qhr5ors hY. F fhnh; hr tfh thrs "aqro; aJo5CLTw," "conixJt BHf CLTw," "con5hr BHf CLTw," or iH Har thrs i arh xihY, tfl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al Yhihbnath an ai iHtant to act H fH i thY.

## ARTICLE 11

### **TERM OF CONTRACT**

Article 11 shall be subject to the following:

On the date of the signing of the Contract, the Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

The Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

g) The Contractor shall be responsible for the execution of the Contract in accordance with the terms of the Contract and the terms of the Contract.

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## ARTICLE 12

### **SUBCONSULTANT APPROVAL**

No Comment

## ARTICLE 13

### **COMPENSATION, INVOICING AND PAYMENT**

No Comment

## ARTICLE 14

### **SUCCESSORS AND ASSIGNS**

Article 14 shall be subject to the following:

All of the terms of the Contract, including the terms of the Contract, shall be subject to the terms of the Contract and the terms of the Contract.

## ARTICLE 15

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Artikl 9 H f hrh7l as hnYhYH H hntHhtl to rhaYai  
5oJloBi:

AJJ notdhi ifaJJ 7h s aYh H BrHhB anYs al 7h bHhn 7l qhrionaJ YhJHrl or 7l s aH Wxf notdhi ihnt 7l s aHifoxJY7h rhbHthrhY or chrtSHY anYihnt to tfh YhiHnathY contact qhrion 5or hacf qartl anY aYYrhiihYai 5oJJoBi:

To tfh CLT<sub>w</sub>:

Contact e hri on:

A YYrhi i :

Et f an G. F onb, DHHon EnbHhhr

Gxrhax o5 EnbHhhrHhb

En; Hons hntaJ EnbHhhrHb DH; Hlon

12yyy S HIta DhJ Mar

erhbhri on GJyb., Wkth 2yy

eJal a DhJ P hl , CA 9y293

TO CONVULSANT:

Contact e hri on:

ea; Ira Pass of an, e.E., CJHnt

Whr; Hhi Manabhr- F athr

A Yrhi i :

6y1 Wx1f I Hxhroa W, Wx1h 4k0k

Uoi AnbhJhi, CA 9yy10

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

IntntHnaJl Jh5t 7Janv

APTLCUE 11

## ORDER OF PRECEDENCE

InthntHnaJJl Jh5t 7Janv

Tf h Contract H f hrh7l as hnYhYto HcJxYh tf h 5oJJoBhb ArticleJhi:

APTLCUE 12

## SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

AJJ tHhI, ix7tHhI, or fhaYHbi H tfH Contract fa; h 7hln HihrthY5or con; hnHhch anYifaJJ not 7h Yhhs hYto a55het tfh s hanHhb or conitrxctHn o5anl o5tfh thrs i or qro; HlHni fhrho5. Tfh Janbxabh o5tfH Contract ifaJJ 7h conitrxhYaccorYHb to Hl 5aHs hanHhb anYnot itrHtHJ 5or or abaHhit tfh ClTw or CONWQUTANT. Tfh BorY (CONWQUTANT“ fhrhH tfH Contract HcJxYhi tfh qartl or qartHl FYhntHhYH tfh Contract. Tfh iHbXJar ifaJJ HcJxYh tfh qJxraJ H tfhrh H s orh tfan onh CONWQUTANT fhrhH, xnJhi i hnrhiiJ itathYotfhrBHh, tfhH o7JHbatHni

anY Jh7Hhhi fhrhxnYhr ifaJJ 7h pht anYih; hraJ. Qih o5 tfh Shs Hhhi, s aixJh, or nhxthr bhnYhri ifaJJ 7h Yhs hY to HcJxYh tfh bhnYhri not xihY.

Tfh nxs 7hr o5 orHhhaJ thnti o5 tfH Contract ifaJJ 7h h) xaj to tfh nxs 7hr o5 tfh qartHh fhrhto, onh thnt 7hHb rhtaHhY 7l hacf qartl. At tfh CITw'W oqtlon, onh or s orh aYYHhonaJ orHhhaJ thnti o5 tfH Contract s al aJio 7h rhtaHhY 7l tfh CITw.

### APTICUE 13

### **KEY CONSULTANT PERSONNEL**

- 13.1 QnJhii otfhrBHh qro; HhY or aqqro; hY 7l tfh CITw, CONWQUTANT ifaJJ xih Hh oBn hs qJol hhi to qhrSors tfhihr; Hhhi YhicerHhY Hh tfH Contract. Tfh CITw ifaJJ fa; h tfh rHft to rh; HhB anY aqqro; h anl qhrionnhJ Bfo arh aiiHhnhY to Borv xnYhr tfH Contract. CONWQUTANT abrhhi to rhs o; h qhrionnhJ Sors qhrSors HhB Borv xnYhr tfH Contract Hh rh) xhithY to Yo io 7l tfh CITw.
- 13.2 CONWQUTANT BHJ YhiHhath vhl conixJtant qhrionnhJ to Hh qJhs hnt tfh Borv on a tai v 7l tai v 7ai Hh. AJJ thefnHhJ i qhcHhJiti aiiHhnhY to hacf tai v xnYhr tfH contract ifaJJ 7h ix7hct to tfh ENVINEEP'Waqgro; aJ.
- 13.3 CONWQUTANT abrhhi tfat qhrionnhJ aiiHhnhY to tfhih qoiHhoni at tfh cos s hncs hnt o5 i hr; Hhhi xnYhr tfH Contract ifaJJ i hr; h Hh tfhih qoiHhoni ai Jonb ai rh) xHhY 7l tfh CITw, anY CONWQUTANT ifaJJ not cfanbh qhrionnhJ aiiHhnhY to tfhih qoiHhoni BHf oxt tfh conihnt anY aqqro; aJ o5 tfh ENVINEEP, qro; HhYixcf conihnt ifaJJ not 7h xnrhaiona7Jl BHf fhJY.

### APTICUE 14

### **TERMINATION**

#### **A. Thrs Hhatlon 5or Con; hnHhch**

CITw s al thrs Hhath tfH Contract 5or CITw'Wcon; hnHhch at anl tHh 7l qro; HhB CONWQUTANT tfHtl Yal i BrHhthn notHh. Qqon rhchHt o5 tfh notHh o5 thrs Hhatlon, CONWQUTANT ifaJJ Hh s hYHhJl tavh actlon not to Hcxr anl aYYHhonaJ o7JHhoni, coiti or hnqhnihi, hncqt ai s al 7h nhchiarl to thrs Hhath Hh actHhHh. CITw ifaJJ qal CONWQUTANT Hh rhaiona7Jh anY aJJoBa7Jh coiti tfroxbf tfh h5hctHh Yath o5 thrs Hhatlon anYtfoih rhaiona7Jh anY nhchiarl coiti HcxrrhY 7l CONWQUTANT to h5hct tfh thrs Hhatlon. Tfhrrha5thr, CONWQUTANT ifaJJ fa; h no 5xrtfhr cJah i abaHhit CITw xnYhr tfH Contract. AJJ 5HhfhY anY xn5HhfhY Yocxs hnti anYs athrHhJi qrocxrhY 5or or qroYxchY xnYhr



tfH Contract, HcJxYHb aJ HthJhetxaj qroqhrtl rHfti ClTw H hntHhY to, ifaJ 7hcos h ClTw qroqhrtl xqon tfh Yath o5 tfh thrs Hathon. CONWQUTANT abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or ClTw to qhr5het, s hs orHJHh, or rhcorY ClTw'W oBnhri fH o5rHfti qro; HhYfhrhH.

G. Thrs Hathon 5or Grhacf o5 Contract

1. Enchqt ai qro; HhYH ArtHJh 22, H CONWQUTANT 5aH to qhr5ors anl o5tfh qro; Hhni o5tfH Contract or io 5aH to s avh qrobrhi i ai to hnYanbhr tH hJ qhr5ors anch o5 tfH Contract, ClTw s al bHh CONWQUTANT BrHthn notHh o5 tfh Yh5axJt. ClTw'WYh5axJt notHh BHJ HhYHath Bfhtfhr tfh Yh5axJt s al 7h cxrhYanYtfh tH h qhrHhYto cxrh tfh Yh5axJt to tfh ioJh iatH5actHn o5 ClTw. AYYHhnaJl, ClTw'W Yh5axJt notHh s al o55hr CONWQUTANT an oqportxnHl to qro; Hh ClTw BHf a qJan to cxrh tfh Yh5axJt, BfHf ifaJ 7h ix7s HhYto ClTw BHf H tfh tH h qhrHhYaJJoBhY7l ClTw. At ClTw'WioJh YHcrhtHn, ClTw s al acchqt or rhphct CONWQUTANT'WqJan. L5tfh Yh5axJt cannot 7h cxrhYor H CONWQUTANT 5aH to cxrh BHf H tfh qhrHhYaJJoBhY7l ClTw, tfhn ClTw s al thrs Hath tfH Contract Yxh to CONWQUTANT'Wrhacf o5tfH Contract.
2. L5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANT'W 5aHrh to s aHtaH tfh Hixranch rh)xHhY xnYhr tfH Contract, CONWQUTANT ifaJ H s hYHathJl: gl"ixiqhnY qhr5ors anch o5 anl ihr; Hhni xnYhr tfH Contract 5or BfHf Hixranch Bai rh)xHhY anY g2" notHh H hs qJol hhi anY W7conixJtanti o5 tfh Joii o5 Hixranch co;hrabh anY ConixJtanti'io7JHathon toixiqhnYqhr5ors anch o5ihr; Hhni. CONWQUTANT ifaJ not rhcos s hneh qhr5ors anch xntH CONWQUTANT H 5xJl HixrhY anY H cos qJHanch BHf ClTw'Wrh)xHhs hnti.
3. L5 a 5hYhraJ or itath qrochhYHb 5or rhJH5 o5 Yh7tori H xnYhrtavhn 7l or abahit CONWQUTANT, or H CONWQUTANT s avhi an aiiHns hnt 5or tfh 7hnh5H o5 crhYHori, tfhn ClTw s al H s hYHathJl thrs Hath tfH Contract.
4. L5CONWQUTANT hnbabhi H anl YHf onhit conYxct rhJathY to tfh qhr5ors anch or aYs HhHtration o5 tfH Contract or ; HJathi ClTw'WJaBi, rhbxJatHni or qoJHh rhJatHb to Jo77l Hb, tfhn ClTw s al H s hYHathJl thrs Hath tfH Contract.

k. Acti o5MoraJ TxrqHxYh

- a. CONWQUTANT ifaJJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehrión, ai YhShhY 7hJoB, H cfarbhY Bf, H YHthY 5or, con; HthY o5, qJhaYi noJo conthnYhrh to, or 5orShH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYto, anl act BfHf conitHxthi an o5Shnih H; oJ; Hb s oraJ txrqHxYh xnYhr ShYhraJ, itath, or JocaJ JaBi g(Act o5 MoraJ TxrqHxYh“”.

7. I5CONWQUTANT or a Khl ehrión H con; HthY o5, qJhaYi noJo conthnYhrh to, or 5orShH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYto, an Act o5 MoraJ TxrqHxYh, CLTw s al H s hYHthJl thrs Hhath tfH Contract.

c. I5CONWQUTANT or a Khl ehrión H cfarbhY Bf or H YHthY 5or an Act o5 MoraJ TxrqHxYh, CLTw s al thrs Hhath tfH Contract a5thr qro; Hb CONWQUTANT an oqportxnH to qrhihnt h; Hhch o5 CONWQUTANT'Wa7H to qhr5ors xnYhr tfh thrs i o5tfH Contract.

Y. Acti o5MoraJ TxrqHxYh HcJxYh, 7xt arh not JH HhY to: ; Hhnt ShJonH ai YhShhY 7l ehnaJ CoYh WctHn 660.k, crH hi H; oJ; Hb Bhaqoni, crH hi rhixJHb H ihrHxi 7oYH Hpxrl or Yhatf, ihrHxi ShJonH ai YhShhY 7l ehnaJ CoYh WctHn 1192.0, anYtfoih crH hi rhShrhchY H tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh WctHn k164g”g”j H aYYHn to anY HcJxYHb acti o5 s xrYhr, raqh, ihmxaJ aiaxJt, ro77hrl, vHnaqqHb, fxs an tra55HvHb, qH qHb, ; oJxntarl s aniJaxbfthr, abbra; athY aiaxJt, aiaxJt on a qhach o5H, s al fhs , 5raxY, Yos hitH a7xih, hJYhrJl a7xih, anYcfHYa7xih, rhbarYH i o5Bfhtfhr ixcf acti arh qxnHfa7Jh 7l ShJonl or s HYhs hanor con; HtHn.

h. I or tfh qxrqoihi o5tfH qro; Hn, a Khl ehrión H a qrhHcaJ, o5H, or hs qJol hh aiiHnhY to tfH Contract, or oBnhr gYHctJl or H YHctJl, tfroxbf onh or s orh Hthrs hYHrH”o5thn qhrchnt or s orh o5tfh ; othb qoBhr or h)xH

# Introductory CONQUANT.

6. In tfh h; hnt CLTw thrs ~~Mathi~~ t~~fh~~ Contract ai  
qro; ~~YhYH~~ t~~fh~~ i hct~~ion~~, CLTw s al qrocxrh, xqon ixcf thrs i  
anY~~H~~ t~~fh~~ s annhr ai CLTw s al Yhhs aqqroqr~~ath~~, i hr; ~~H~~hi  
i ~~H~~ Har ~~H~~ i coqh anYJh; hJ o5 h5sort to tfoih io thrs ~~Math~~Y,  
anY CONVQUTANT ifaJ 7h J~~h~~7Jh to CLTw 5or aJ o5 ~~H~~  
coiti anYYas abhi, ~~H~~cJxY~~hb~~, 7xt not J~~h~~ ~~H~~Yto, anl hnc~~hi~~i  
coiti 5or ixcf i hr; ~~H~~hi.

0.      I5, a5thr notHh o5 thrs HmatHn o5 tfH Contract xnYhr  
tfh qro; HhHni o5tfH i hctHn, HhH Ynthrs HhY5or anl rhaion  
tfat CONWQUTANT Bai not Hh Yh5axJt xnYhr tfh qro; HhHni  
o5tfH i hctHn, or tfat tfh Yh5axJt Bai hncxia7Jh xnYhr tfh  
thrs i o5 tfH Contract, tfh rHfti anY o7JHhathHni o5 tfh  
qarthi ifaJ7h tfh ias h ai H5tfh notHh o5 thrs HmatHn faY  
7hhn HixhY qxrixant to ArtHh 14 Thrs HmatHn 5or  
Con; hnHhch.

8. Tfh rHfti anY rhs hYHh o5 CLTw qro; FhY H tfH i hctHn ifaJJ not 7h hncJxi Hh anYarh H aYHhHn to anl ofthr rHfti anYrhs hYHh qro; FhY7l JaB or xnYhr tfH Contract.

C. In t f h h; hnt tfat t f H Contract H thrs H a t h Y, CONWQUTANT i f a J J H s h Y a t h J not H a J h s q J o l h h i a n Y W 7 c o n i x J t a n t i, a n Y i f a J J n o t H H B r H H b a J J o t f h r q a r t H i c o n t r a c t h Y B H f x n Y h r t f h t h r s i o 5 t f H Contract B H f H 5 H h B o r v H b Y a l i o 5 t f h t h r s H a t J o n.

## APTLCUE 1k

## AMENDMENTS, CHANGES OR MODIFICATIONS

As hnYs hnti, cfanbhi or s oYHhnti to tfh thrs i o5 tfH Contract s al  
7hs aYh at anl tH h 7l s xtxaJBrlthn abrhhs hnt 7htBhnn tfh qartHi fhrhto  
anYifaJ7h iHhnhY7l tfh qhri oni axtforLhY to 7HhYtfh qartHi tfhrhto anY  
aqgro; hYqxri xant to tfh qro; Hhni o5 **Article 5.**

## APTLCUE 16

## INDEMNIFICATION AND INSURANCE

## 16.1 In Yhs nHtation

Enchqt 5or tfh actHh nhbJHhnhc or BHJ5xJ s HconYxct o5tfh CLTw, or anl  
o5 Hh GoarYi, o55Hhri, abhnti, hs qJol hhi, aiiHhni, anY iccchii ori Hh  
Hthrhrit, CONVQUTANT xnYhrtavhi anYabrhhi to Yh5mY, HhYhs nHh anY  
foJYfars Jhii tfh CLTw anYanl o5Hh GoarYi, o55Hhri, abhnti, hs qJol hhi,  
aiiHhni anYiccchii ori Hh Hthrhrit 5ros anYabahit aJJ ixHh anYcaxihi o5  
actHh, cJaH i, Joihi, Yhs anYi anYhngnhihi, HcJxYhb 7xt not JHh HhYto,  
attornhl'i Shhi g7otf Hh-foxih anYoxtiYHh coxnih' anYcoit o5 JHhbatHh

18.2 CONVOUTANT ifaJ 7h rhiqoniHJh 5or tfh  
gro5hiilonaJ) xajll, thefniaJ accxracl, th hJ cos qJthlon, anYtfh

coorYmatlon o5 aJJ YhiBni, YraBmbi, iqhcHmatloni, rhqorti, anY  
otfhr i hr; Ichi 5xrnHfhY 7l CONWQUTANT xnYhr tfH Contract.  
CONWQUTANT ifaJJ, at no aYHlonaj coit to CLTw, corrhct or  
rh; Hh anl hrrori, os HiliBni, or otfhr YhStHncHhi H H YhiBni,  
YraBmbi, iqhcHmatloni, rhqorti, caJcxJatloni, anYotfhr i hr; Ichi.

18.3 Tfh CONWQUTANT ifaJJ hmfH qroqhr  
groShiiBnaJ pYbs hnt H tfh xih o5 H5ors atlon 5xrnHfhY 7l CLTw  
H ArtHJh 4. In tfh h; hnt tfat iaYH5ors atlon H not YhJhrhYtH hJ  
or tfat H H Yilco; hrhY to 7h Hcorrhct or s HJhaYhb,  
CONWQUTANT BHJ notH tfh CLTw H a rhaiona7Jh s annhr a5hr  
tfh Yilco; hrl o5 ixcf tarYHhii or Hcorrhct or s HJhaYhb  
H5ors atlon anY gros qtJ s avh a Yhthrs matlon o5 H coiti anY  
icfhYxJh H qact on tfH Contract, ai BhJ ai rhcos s hnYatloni 5or  
tfh corrhctlon o5 ixcf Hcorrhct or s HJhaYhb H5ors atlon.

18.4 CONWQUTANT ifaJJ qhr5ors ixcf  
groShiiBnaJ i hr; Ichi ai s al 7h nhchiarl to accos qJHf tfh Borv  
rh) xHhY to 7h qhr5ors hYxnYhr tfH Contract H accorYanch BHf tfH  
Contract.

18.k Enchqt ai iqhcHMY H ArtHJh 16 anY ai  
otfhrBHh qro; HhY H tfH Contract, tfh CONWQUTANT ifaJJ 7h  
anY ifaJJ rhs aH JH7Jh, H accorYanch BHf aqJJa7Jh JaB, 5or aJJ  
Yas abhi to CLTw caxihY 7l CONWQUTANT'W nhbJHhnt  
qhr5ors anch o5 anl o5 tfh i hr; Ichi 5xrnHfhY xnYhr tfH Contract,  
hneht 5or hrrori, os HiliBni, or otfhr YhStHncHhi to tfh hntht  
attrHxta7Jh to CLTw, CLTw-5xrnHfhY Yata, or anl tfHY qartl.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhri fH o5 Data anYUHhni h**

19.1.1 QnJhi i otfhrBHh qro; HhY 5or  
fhrhH, aJJ F orv eroYxcti orBHhathY anY qrhqarhY 7l  
CONWQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH  
Contract ifaJJ 7h anY rhs aH tfh hncJxiHh qroqhrtl o5 tfh  
CLTw 5or H xih H anl s annhr H Yhhs i aqgroqrHth. F orv  
eroYxcti arh aJJ Borvi, tanbHJh or not, crhathY xnYhr tfH  
Contract HcJxYhb, BHfoxt JH matlon, Yocxs hnti, s athrHJ,  
Yata, rhqorti, s anxaj, iqhcHmatloni, artBorv, YraBmbi,  
ivhtcfhi, cos qxth qrobras i anY Yata7aihi, icfhs atH,  
qfotobraqfi, ; Hho anY axYH; HxaJ rhorYhbi, ioxnY  
rhorYhbi, s arvi, Joboi, braqfH YhiBni, nothi, Bh7iHhi,  
Yos aH nas hi, H; hntloni, qrochiihi, 5ors xJai s atthri anY  
cos 7matloni tfrho5, anYaJJ 5ors i o5 HthJhctxaJ qroqhrtl.



CONWQUTANT fhrh7l aiiHni, anY abrhhi to aiiHn, aJJ booYBHJ, coql rHft, traYhs arv, qathnt, traYh iherht anY aJJ ofthr HthJhctxaJ qroqhrtl rHfti BorJYBYH H anl F orv eroYxcti orHhathYanYqrhgarhY7l CONWQUTANT xnYhr tfH Contract. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to qhrShct, s hs orHJHh, or rhcorYtfh CLTw'WoBnhrifH o5rHfti qro; HhYfhrhH.

19.1.2 F Hf rhbarY to tfh 7aiH 5or YhiHn caJcxJatHn anYhnbHhhrHb nothi, ixcf Yata ifaJJ 7h qro; HhY to tfh CLTw H ga" farY co; hr qoit 7H Yhrgi", aqqroqrHthJ H YhnhY, on tfH Ml Jar itocv or booY) xaJHl qaqr iathHactorl 5or rhqroYxctHn.

19.1.3 I or aJJ F orv eroYxcti YhJhrhY to tfh CLTw tfat arh not orHhathY or qrhgarhY7l CONWQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH Contract, CONWQUTANT fhrh7l branti a non-hncJxiHh qhrqhtxaJ JHhnh to xih ixcf F orv eroYxcti 5or anl CLTw qxrqoihi.

19.1.4 CONWQUTANT ifaJJ not qro; Hh or YhcJoih anl F orv eroYxcti to anl tfH Yqartl BHf oxt qrlor BrHhnh conihnt o5tfh CLTw.

19.1.k AJJ Yocxs hnti, H5ors atHn anY qrh-hnHtHb s athrHJi qro; HhY 7l CLTw to CONWQUTANT anY H ix7conixJanti arHhHb oxt o5 or rhJathY to tfH Contract ifaJJ rhs aH tfh qroqhrtl o5 tfh CLTw. Tfh CONWQUTANT s al not xih, YHtrHxth or ofthrBHh s avh qx7JH H anl s annhr, hHfhr 5or qroSH or not 5or qroSH, anl o5 tfh H5ors atHn, Yocxs hntatHn, or qrochYxrh Yh; hJoqhY 5or tfh CLTw fhrhxnYhr BHf oxt tfh qrlor BrHhnh conihnt o5tfh CLTw. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to qhrShct, s hs orHJHh, or rhcorYtfh CLTw'WoBnhrifH o5 rHfti.

19.1.6 Anl ix7contract hnthrhY Hto 7l CONWQUTANT rhJathHb to tfH Contract, to tfh hnthnt aJJoBhYfhrhxnYhr, ifaJJ HcJxYh a JHh qro; HhHn 5or Borv to 7h qhr5ors hY xnYhr tfH Contract to contractxaJJ 7H Y or ofthrBHh o7JHh H ix7conixJanti qhr5ors Hb Borv xnYhr tfH Contract ixcf tfat tfh CLTw'WoBnhrifH anY JHhnh rHfti o5 aJJ F orv eroYxcti arh qrhhr; hY anY qrothethY ai HhthnYhYfhrhH. I aHkrh o5 CONWQUTANT to cos qJl BHf

tfH rh)xHhs hnt or to o7taH tfh cos qJHanch o5 H  
ix7conixJtanti BHF ixcf o7JHbati6ni ifaJ ix7pct  
CONVQUTANT to tfh H qoiH6n o5 anl anYaJ ianct6ni  
aJoBhY 7l JaB, HcJxYHb 7xt not JH HhY to thrs Hati6n o5  
CONVQUTANT'WContract BHF tfh CLTw.

19.1.0 CONVQUTANT abrhhi tfat a  
s onhtarl rhs hYl 5or 7rhacf o5 tfH Contract s al 7h  
HaYh)xath, H qractHa7Jh, or YH5HxJt to qro; h anY tfat a  
7rhacf s al caxih CLTw Hrhqara7Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh)xHhs hnt 7l ihhvHb HpxnctHh  
rhJH5 anY iqhcHh qhr5ors anch, BHF oxt anl nhchiiH o5  
ifoBHb actxaJ Yas abh or Hrhqara7Jh fars . WhhvHb  
HpxnctHh rhJH5 or iqhcHh qhr5ors anch Yohi not qrhcJxYh  
CLTw 5ros ihhvHb or o7taHb anl ofhr rhJH5 to BfHf  
CLTw s al 7h hntHhY.

## 19.2 InthJhctxaJeroqrtl F arrantl

19.2.1 CONVQUTANT rhqrhi hnti  
anY Barranti tfat H qhr5ors anch o5 aJ o7JHbati6ni xnYhr  
tfH Contract Yohi not H5HbH H anl Bal, YHctJl or  
contrHxtorH, xqon anl tfH Y qartl 'i HthJhctxaJ qroqrtl  
rHfti, HcJxYHb, BHF oxt JH Hati6n, qathnti, coql rHfti,  
traYhs arvi, traYh iherhti, rHfti o5 qx7JH H anY qroqrHtarl  
H5ors ati6n.

## 19.3 InthJhctxaJeroqrtl InYhs nHati6n

19.3.1 CONVQUTANT, at H oBn  
hnqhniH, xnYhrtavhi anY abrhhi to Yh5nY, HhYhs nH, anY  
foJY fars Jhii tfh CLTw, anY anl o5 H GoarYi, o5Hhri,  
abhnti, hs qJol hhi, aiiH6ni, anY ixccchiori H Hthrhith 5ros  
anY abaHith aJ ixH anY caxihi o5 acti6n, cJaH i, Joiihi,  
Yhs anYi anY hnqhnihi, HcJxYHb 7xt not JH HhY to,  
attornhl 'i Shhi g7otf H-foxih anYoxtiHh coxnihP' anYcoit  
o5 JHbati6n gHcJxYHb aJ actxaJ JHbati6n coiti HcxrrhY 7l  
tfh CLTw, HcJxYHb 7xt not JH HhY to, coiti o5 hnqhrti anY  
conixJtanti", Yas abhi or JH7H H o5 anl natxrh Bfati6h; hr  
arHb oxt o5 tfh H5Hbhs hnt, actxaJ or aJHbhY, YHct or  
contrHxtorl, o5 anl HthJhctxaJ qroqrtl rHfti, HcJxYHb,  
BHF oxt JH Hati6n, qathnti, coql rHfti, traYhs arvi, traYh  
iherhti, rHfti o5 qx7JH anY qroqrHtarl H5ors ati6n gl"on  
or H anl YhiH6n, s hYHs, s atthr, artHh, qrochii, s htfoY,  
aqqJHati6n, h)xHs hnt, Yh; Hh, Hitrxs hntati6n, io5Barh,  
farYBarh, or Shs Barh xihY 7l CONVQUTANT, or H

ix7conixJtanti o5anl tHr, H qhr5ors Hb tfh Borv xnYhr tfH Contractj or g2” ai a rhixJt o5tfh CLTw’WactxaJ or HthnYhY xih o5anl F orv eroYxct 5xrnHfhY 7l CONWQUTANT, or H ix7conixJtanti o5anl tHr, xnYhr tfh Contract. P Hfti anY rhs hYHh a; aHa7Jh to tfh CLTw xnYhr tfH qro; Hlon arh cxs xJatHh o5tfoih qro; FhY 5or hJhBfhrh H tfH Contract anYtfoih aJJoBhY xnYhr tfh JaBi o5tfh QnHhY Wathi, tfh Wath o5CaJHornH, anYtfh CLTw. Tfh qro; Hloni o5Article 19 ifaJJixr; Hh hmqHation or thrs Hation o5tfH Contract.

19.3.2 In CONWQUTANT’WYhShnih o5tfh CLTw YhShnYanti, nhbotHation, cos qros Hh, anY ihttJhs hnt o5anl ixcf H5Hbbs hnt actlon, tfh Uoi AnbhJhi CHl Attornhl ’i O55Hh ifaJJ rhtaH YHcrhtlon H anYcontroJ o5tfh JHbHation, nhbotHation, cos qros Hh, ihttJhs hnt, anY aqqaJi tfhrh5ros, ai rh)xHhY 7l tfh Uoi AnbhJhi CHl Cfarthr, qartHxJarJl ArtHJh IL, Wictloni 201, 202 anY 203 tfhrho5.

19.3.3 F fhrh anl F orv eroYxct 5xrnHfhY 7l CONWQUTANT ga” 7hcos hi tfh ix7pct o5an actlon, g7” Hl aYpYHathY ai H5HbHb a tfHhY qartl ’i InthJhctxaJ eroqrtl rHft, or g” fai H xih hnpHhY or JHhni h thrs HathYj CONWQUTANT ifaJJ, B Hf tfh CLTw’W conihnt, Yo onh o5tfh 5oJJoB Hb H s hYHthJl. CONWQUTANT ifaJJ at H hmqhni h hHf hr:

H grocxrh 5or tfh CLTw tfh rHft or JHhni h to contHxh xiHb tfh F orv eroYxctj or

H rhqJach tfh F orv eroYxct B Hf a 5xnectHnaJl h)xHJahnt, non-H5HbHb qroYxct.

Enhrchh o5anl o5tfh a7o; h-s hntHnhY oqtHni ifaJJ not caxih xnYxh 7xiHhii Hthrrxqtlon to tfh CLTw or YH H Hf tfh HthnYhY 7hnh5H anY xih o5tfh F orv eroYxct 7l tfh CLTw xnYhr tfH Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhii otfhrBHh hnh qt, tfH Contract H ix7pct to tfh aqqJHa7Jh non-YHcrH Hation, h) xaj 7hnh5H, h) xajhs qJol s hnt qractHh, anYa55Hs atHh actlon qrobras qro; Hloni H UAAC Wictlon 1y.8 ht ih) ., ai as hnYhY 5ros tH h to tH h.

A. CONVQUANT ifaJJ cos qJl Bff tfh aqqJda7Jh non-YlcrH matlon anYa55hs atJh actlon qro; Hloni o5 tfh JaBi o5 tfh QnJhY Wathi o5 As hrIda, tfh Wath o5 CaJJornIda, anY ClTw. In qhr5ors Hb tfH Contract, CONVQUANT ifaJJ not YlcrH math H anl o5 H fHhb or hs qJol s hnt qractIdhi abahit anl hs qJol hh or aqqJdant 5or hs qJol s hnt 7hcaxih o5 ixcf qhrion'i rach, coJor, rhJHlon, natlonaj orHh, anchitrl, ihm ihmxaJ orHntatlon, bhnYhr, bhnYhr FhntHl, abh, YHla7Hl, Yos hitId qartnhr itatxi, s arHlaJ itatxi or s hYIdaJ conYHlon.

G. Tfh rh)xHhs hnti o5 Wlctlon 1y.8.2.1 o5 tfh UAAC, tfh E)xaJ Ghnh5Hl OrYHanch, anY tfh qro; Hloni o5 Wlctlon 1y.8.2.1g' arh HcorqorathYanYs aYh a qart o5 tfH Contract 7l rhShrhneh.

C. Tfh qro; Hloni o5 Wlctlon 1y.8.3 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhneh anYBHJ 7h vnoBn ai tfh (E)xaJ Es qJol s hnt eractIdhi “qro; Hloni o5 tfH Contract.

D. Tfh qro; Hloni o5 Wlctlon 1y.8.4 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhneh anYBHJ 7h vnoBn ai tfh (A55hs atJh Actlon erobras “qro; Hloni o5 tfH Contract.

Anl ix7contract hnthrhYHto 7l CONVQUANT 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntIdaJ qro; Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUANT abrhhi anY o7JHbathi HhJ5 to xtHJh tfh ihr; Hhi o5 MHlorHl GxiHhii EnthrqrHh gMGE”, F os hn GxiHhii EnthrqrHh gF GE”, W aJJ GxiHhii EnthrqrHh gWGE”, Es hrbHb GxiHhii EnthrqrHh gEGE”, DHla7JhY Shthran GxiHhii EnthrqrHh gDS GE”, anY Otfhr GxiHhii EnthrqrHh gOGE” 5Hs i on a Jh; hJ io YhiHnathY H H qroqoiaJ. CONVQUANT chrt5Hh tfat H fai cos qJHBYBHf tfh GxiHhii IncJxlon erobras oxtrhacf rh)xHhs hnti o5 Mal oraJ EnhcxtHh DhhctHh 14, BfHf H HcJxYhY ai Attacfs hnt 0 to tfh Ph)xhit 5or RxaJHdationi. CONVQUANT ifaJJ not cfanbh anl o5 tfh YhiHnathYix7conixJtanti or rhYxch tfhHl Jh; hJ o5 h55ort Bffoxf qrlor BrHhn aqqro; aJ o5 tfh ClTw qro; FhYtfat ixcf aqqro; aJ BHJ not 7h xnrhai ona7Jl BfffhJY.

CONVQUANT fai ix7s HhY tfh UHt o5 eothntIdJ MGE/F GE/WGE/EGE/DS GE/OGE W7conixJtanti (**Exhibit C – Schedule A**) aJonb Bff tfhHl qroqoiaJ. At tfh tH h a iqhcHd taiv Borv orYhr H aiiHnhYto tfh conixJtant, tfh conixJtant s xit ix7s Htfh Tai v F orv OrYhr

Uht o5 W7conixJtanti (**Exhibit C - Schedule B**). DxrHb tfh thrs o5 tfh contract, tfh CONVQUTANT s xit ix7s H tfh MGE/F GE/WGE/EGE/DS GE/OGE QtHtation ero5h (**Exhibit C - Schedule C**) Bfhn ix7s Hb an H; oth to tfh CH. Qqon hmqtation or thrs Htation o5 tfh contract, a ix7s s arl o5 tfh rhcorYi ifaJ 7h qrhqarhY on tfh "I HaJ W7conixJtanti Phqort" 5ors (**Exhibit C - Schedule D**) anY chrtHhY corrhct 7l tfh CONVQUTANT or H axtforHhY rhqrhi hntatHh. Tfh cos qJhthY 5ors ifaJ 7h 5xrnHfhY to tfh CLTw Bff H 1k BorvHb Yal i a5hr hmqtation or thrs Htation o5 tfh contract.

CONVQUTANT abrhhi anY o7Jbathi HhJ5 to xtHh tfh ihr; Hh o5 MHorHl, F os hn, W aJ, Es hrbHb, DHa7JhYS hthran, anY Otfhr Gxi Hh i EnthqrHh gMGE/F GE/WGE/EGE/DS GE/OGE" 5hs i on a Jh; hJ io Yhi HbathYH H qroqoiAJ, H anl. Tfh CLTw fai iht antHhathYqartHtation Jh; hJi o5 18% MGE, 4% F GE, 2k% WGE, 8% EGE, anY 3% DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NhHfhr qartl ifaJ 7h Jd7Jh 5or H YhJal or 5aHxrh to qhr5ors anl o7Jbathon xnYhr anYH accorYanch Bff tfH Contract, Htfh YhJal or 5aHxrh arHh oxt o5 5hhi, 5JooYi, hartf)xavhi, hqHhs H, )xarantHh rhitrHttoni, otfhr natxraJ occxrrhnci, itrHh, Jocvoxti gotfhr tfan a Jocvoxt 7l tfh qartl or anl o5 tfh qartl'i W7conixJtanti", 5hHft hs 7arbohi, throrrHt acti, Hixrrhettoni or otfhr cHh YHtx7anchi, or otfhr iH Har h; hnti to tfoih YhicrHhY a7o; h, 7xt H hacf caih tfh YhJal or 5aHxrh to qhr5ors s xit 7h 7hl onYtfh controJ anYBff oxt anl 5axJt or nhbJbhnch o5 tfh qartl YhJal hY or 5aHb to qhr5ors gfh h h; hnti arh rh5rrhY to H tfH qro; Hton ai "I orch Maphxrh E; hnti "".

NotBffitanYhb tfh 5orhboHb, a YhJal or 5aHxrh to qhr5ors 7l a W7conixJtant o5 CONVQUTANT ifaJ not conitHxth a I orch Maphxrh E; hnt, xnJhii tfh YhJal or 5aHxrh arHh oxt o5 caxi h 7hl onYtfh controJ o5 7otf CONVQUTANT anY W7conixJtant, anY Bff oxt anl 5axJt or nhbJbhnch o5 hHfhr o5 tfhs. In ixcf caih, CONVQUTANT ifaJ not 7h Jd7Jh 5or tfh YhJal or 5aHxrh to qhr5ors, xnJhii tfh booYi or ihr; Hh to 7h 5xrnHfhY 7l tfh W7conixJtant Bhrh o7taHa7Jh 5ros otfhr ioxrch H ix5Hhnt tH h to qhrs H CONVQUTANT to qhr5ors tH hJ. Ai xihYH tfH Contract, tfh thrs "W7conixJtant" s hani a ix7conixJtant at anl tHr.

In tfh h; hnt CONVQUTANT'WYhJal or 5aHxrh to qhr5ors arHh oxt o5 a I orch Maphxrh E; hnt, CONVQUTANT abrhhi to xih cos s hrcHJ rhai ona7Jh 7hit h55orti to o7taH tfh booYi or ihr; Hh 5ros otfhr ioxrch, anY to otfhrBff s Hbath tfh Yas abhi anYrhYxch tfh YhJal caxi hY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 23

## **SEVERABILITY**



WoxJY anl qortlon o5 tfhl Contract 7h Ynthrs hhy to 7h ; oHY or xnhn5orcha7Jh, ixcf ifaJJ 7h ih; hrhY 5ros tfh BfoJh anYtfh Contract BHI contlxh ai s oYSHY.

#### APTICUE 24

#### **DISPUTES**

WoxJYa Yhlqxth or contro; hri l arhlh conchnhbb gro; hlloni o5tfhl Contract or tfh qhr5ors anch o5 Borv fhrhxnYhr, tfh qartlli s al hJhet to ix7s Hixcf to a coxrt o5cos qhthnt prhlYdtlon.

#### APTICUE 2k

#### **ENTIRE CONTRACT**

Tfhl Contract ihti 5ortf aJJ o5tfhrhfti anYXtlli o5tfh qartlli Bllf rhi qhet to tfh ix7phet s atthr fhrho5, anYrhqJachi anl anYaJJ qrh; Hxi Contracti or xnYhritanYhbi, Bfhtf hr Brllhn or oraJ, rhJathbb tfhrto. Tfhl Contract s al 7h as hnYhYonJl ai qro; FhY5or h Artllh 1k fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl'i qhr5ors anch fhrhxnYhr ifaJJ cos qJl Bllf aJJ aqqJda7Jh JaBi o5 tfh QnllhY Wathi o5 As hrllla, tfh Wath o5 CaJllornll, anY tfh CITw, HlcJxYhbb 7xt not JH llhY to, JaBi rhbarYhbb fhaJtf anYia5htl, Ja7or anY hs qJol s hnt, Babh anYfoxri anY Jllhni hbb JaBi Bllf a55het hs qJol hhi. Tfhl Contract ifaJJ 7h hn5orchYanY hthrqrhthYxnYhr tfh JaBi o5 tfh Wath o5 CaJllornll Bllf oxt rhbarY to con5Jllt o5 JaB qrllclhJhi. CONVQUTANT ifaJJ cos qJl Bllf nhB, as hnYhY, or rh; HhY JaBi, rhbxJatloni, anY/or qrochYxrhi tfat aqqJl to tfh qhr5ors anch o5 tfhl Contract.

In anl actlon arllhbb oxt o5 tfhl Contract, CONVQUTANT conihnti to qhrionaJ prhlYdtlon, anY abrhhi to 7rllb aJJ ixcf actloni, hncJxiJhJl h i tath or 5hYhraJ coxrti JocathYh Uoi AnbhJhi

L5 anl qart, thrs or qro; hllon o5 tfhl Contract Hl fhJY ; oHY, HllhbaJ, xnhn5orcha7Jh, or h con5Jllt Bllf anl JaB o5 a 5hYhraJ, itath or JocaJ bo; hrns hnt fa; hbb prhlYdtlon o; hr tfhl Contract, tfh ; aJYHll o5 tfh rhs ahhbb qarti, thrs i or qro; hlloni o5 tfhl Contract ifaJJ not 7h a55hethY tfhrh7l .

#### APTICUE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 aqqJda7Jh, CONVQUTANT rhqrhihnti tfat Hl fai o7taHhYanYqrhihntJl foJYi tfh Gxi hhi i TamPhblltratlion Chrtllatg' rh) xllhY 7l tfh CITw'W

Gxi hhi Tam OrYhanch, Wctlon 21.yy *et seq.* o5 tfh Uoi AnbhJhi MxnHdaJ CoYh. I or tfh thrs co; hrhY 7l tfH Contract, CONWQUTANT ifaJ s aHtaH, or o7taH ai nhchiarl, aJ ixcf ChrtHdath rh)xHhY o5 H xnYhr tfh Gxi hhi TamOrYhanch, anYifaJ not aJb anl ixcf ChrtHdath to 7h rh; ovhYor ixiqhnYhY.

#### APTICUE 28

#### **BONDS**

AJ 7onY rh)xHhY 7l CLTw ifaJ 7h SHhY BHF tfh O55th o5 tfh CHH AYs HhtrathH O55th, PHv Manabhs hnt 5or H rh; HB anYacchqtanch H accorYanch BHF Uoi AnbhJhi AYs HhtrathH CoYh gUAAC"" Wctloni 11.40 ht ih)., ai as hnYhY 5ros tH h to tH h.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix7pct to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanch, Wctlon 1y.1y o5 tfh Uoi AnbhJhi AYs HhtrathH CoYh, ai as hnYhY 5ros tH h to tH h. CONWQUTANT H rh)xHhY to cos qJhth a ChrtHdath o5 Cos qJhanch BHF CfHYWqqort O7Jbathni BfHf H attacfhY fhrhto ai **Exhibit E** anYHcorqorathYfhrhH 7l tfH rh5rhnc. exrixant to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanch, CONWQUTANT BHJ 5xJl cos qJl BHF aJ aqJda7Jh itath anYShYhraJhs qJol s hnt rhqortHb rh)xHhs hnti 5or CONWQUTANT'Whs qJol hhi. CONWQUTANT ifaJ aJo chrtH gl" tfat tfh qrhclqaj oBnhrj" o5 CONWQUTANT H garh" H cos qJhanch BHF anl F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl j g" tfat CONWQUTANT BHJ 5xJl cos qJl BHF aJ JaB5xJl ihr; hYF abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt H accorYanch BHF Wctlon k23y, *et seq.* o5 tfh CaJHornH I as H CoYhj anY g" tfat CONWQUTANT BHJ s aHtaH ixcf cos qJhanch tfoxbfoxt tfh thrs o5 tfH Contract.

exrixant to Wctlon 1y.1yg" o5 tfh Uoi AnbhJhi AYs HhtrathH CoYh, 5aHrh o5 CONWQUTANT to cos qJl BHF aJ aqJda7Jh rhqortHb rh)xHhs hnti or to H qJhs hnt JaB5xJl ihr; hY F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt, or tfh 5aHrh o5 anl qrhclqaj oBnhrj" o5 CONWQUTANT to cos qJl BHF anl F abh anY EarnHbi AiiHns hnt OrYhri or NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl, ifaJ conitHxth a Yh5axJt 7l tfh CONWQUTANT xnYhr tfH Contract, ix7pctHb tfH Contract to thrs Hathon H ixcf Yh5axJt ifaJ conitHxh 5or s orh tfan nHhtl gY" Yali a5th notHh o5 ixcf Yh5axJt to CONWQUTANT 7l tfh CLTw.

Anl ix7contract hnthrhY Hto 7l CONWQUTANT, to tfh hntHnt aJbHhY fhrhxnYhr, ifaJ HcJxYh a JHh gro; Hlon 5or Borv to 7h qhr5ors hY xnYhr tfH Contract. I aHrh o5 CONWQUTANT to o7taH cos qJhanch o5 H ix7conixJtanti ifaJ conitHxth a Yh5axJt 7l CONWQUTANT xnYhr tfH

Contract, ix7pctHb tfH Contract to thrs HattHn Bfhrh ixcf Yh5axJt ifaJJ  
contHxh 5or s orh tfan nHhtl 9y” Yal i a5thr notHh o5 ixcf Yh5axJt to  
CONVQUTANT 7l tfh CLTw.

CONVQUTANT chrtHHi tfat, to tfh 7hit o5 Hh vnoBjhYbh, H H 5xJJ  
cos qJl Hb Bff tfh EarnHbi AiiHns hnt OrYhri o5 aJJ hs qJol hhi, anYH  
gro; Hb tfh nas hi o5 aJJ nhB hs qJol hhi to tfh NhB d Hh PhbHtrl  
s aHtaHhY 7l tfh Es qJol s hnt Dh; hJoqs hnt Dhqarts hnt ai iht 5ortf H  
WictHn 011yg7” o5tfh CaJHornH ex7JH Contract CoYh.

### APTICUE 3y

### **LIVING WAGE ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh UHb F abh OrYHanch, UAAC  
WictHn 1y.30 ht ih)., ai as hnYhY 5ros tH h to tH h. CONVQUTANT  
5xrtfhr abrhhi tfat H ifaJJ cos qJl Bff 5hYhraJ JaB qroicrHb rhtaJHtHn  
5or xnHn orbanHb. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or  
Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ  
gro; HhHn.

### APTICUE 31

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONVQUTANT ifaJJ cos qJl Bff tfh Wlr; Hh Contractor F orvhr  
PhthntHn OrYHanch, UAAC WictHn 1y.36 ht ih)., ai as hnYhY 5ros tH h  
to tH h. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or Borv to 7h  
qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHdaJ gro; HhHn.

### APTICUE 32

### **ACCESS AND ACCOMMODATIONS**

CONVQUTANT rhqrhihnti anYchrtHHi tfat:

- A. CONVQUTANT ifaJJ cos qJl Bff tfh As hrHani Bff DHa7HtHh  
Act, ai as hnYhY, 42 Q.WC. WictHn 121y1 ht ih)., tfh Phfa7HtHn  
Act o5 1903, ai as hnYhY, 29 Q.WC. WictHn 0y1 ht ih)., tfh IaH  
d oxiHb Act, anYH H qJhs hntHb rhbxJatHni anYanl ix7ih) xhnt  
as hnYs hnti, anYCaJHornH Vo; hrns hnt CoYh WictHn 1113kj
- G. CONVQUTANT ifaJJ not YHcrH Hhath on tfh 7aiH o5 YHla7HtHl or  
on tfh 7aiH o5 a qhrion'i rhJatHnifH to, or aiiocHtHn Bff, a  
qhrion Bfo fai a YHla7HtHl j
- C. CONVQUTANT ifaJJ gro; Hh rhaiona7Jh accos s oYatHn xqon  
rh) xhit to hnixrh h) xaJ acchii to CLTw-5xnYh qrobras i, i hr; Hh  
anYactHj

- D. Conitrxcton BHJ 7h qhr5ors hY H accorYanch BHF tfh QnH5ors I hYhraJ AcchiiH7H7H WanYarYi gQI AW, 24 C.I.P. eart 4yj anY
- E. Tfh 7xHYHbi anY 5achH7H7H xihY to qro; Hh ihr; Hhi xnYhr tfH Contract arh H cos qJHanch BHF tfh ShYhraJ anYitath itanYarYi 5or acchiiH7H7H ai iht 5ortf H tfh 2yly ADA WanYarYi, CaJHornH THh 24, Cfaqthr 11, or otfhr aqqJda7Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhritanYi tfat CITw H rhJ Hb xqon tfhih chrtH7H7Honi anYhrqrhinhntatHoni ai a conYH7H7H to 5xnYHb tfH Contract. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an YHntH7H7H qro; H7H7H.

### APTICUE 33

### **WAIVER**

A BaHhr o5 a Yh5axJt o5 anl qart, thrs or qro; H7H7H o5 tfH Contract ifaJJ not 7h conitrxhYai a BaHhr o5 anl ix7chhYHb Yh5axJt or ai a BaHhr o5 tfh qart, thrs or qro; H7H7H HhJ5. A qartl 'i qhr5ors anch a5thr tfh otfhr qartl 'i Yh5axJt ifaJJ not 7h conitrxhYai a BaHhr o5 tfat Yh5axJt.

### APTICUE 34

### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al not, xnJhii Hfai 5H7H7H o7taHhYtfh BrH7H7H qhrs H7H7H o5 tfh CITw:

ga” AiiH7H7H or otfhrBHh aJH7H7Hath anl o5 H7H7H rH7H7Hfti xnYhr tfH Contract, HcJxYHb tfh rH7H7Hft to qal s hntj or

g7” DhJhbath, ix7contract, or otfhrBHh trani 5hr anl o5 H7H7H YxtH7H7H xnYhr tfH Contract.

### APTICUE 3k

### **PERMITS**

CONVQUTANT anYH7H7H YHh7H7Htori, o55H7H7Hri, qartnhri, abhnti, hs qJol hhi anY ix7conixJtanti, to tfh hnthnt aJJoBhYfhrhxnYhr, ifaJJ o7taH7H7H anYs aH7H7HtaH7H7H aJJ JH7H7Hnihi, qhrs H7H7H, chrtH7H7H7H7H7Honi anY otfhr Yocxs hnti nhchiiarl 5or CONVQUTANT'Wqhr5ors anch fhrhxnYhr anYifaJJ qal anl 5hi rh)xH7H7Htfhrh5or. CONVQUTANT chrtH7H7H7H7H7H to H s hYH7H7H7H7H7H notH7H7H tfh CITw o5 anl ix7qhniH7H7H, thrs H7H7H7H7H7H, Jaqih7H7H, non-rhnhBaJi, or rhitrH7H7H7H7H7Honi o5 JH7H7Hnihi, qhrs H7H7H, chrtH7H7H7H7H7H, or otfhr Yocxs hnti.

### APTICUE 36

### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJJqros qtJ qal Bfhn YxhaJJas oxnti qal a7Jh 5or Ja7or anYs athrH7H7H 5xrnH7H7HfHYH7H7H tfh qhr5ors anch o5 tfH Contract io ai to qrh; hnt anl JH7H7H7H7H or otfhr cJaH7H7H xnYhr anl qro; H7H7H o5 JaB 5ros arH7H7H7H7H7H abah7H7H7H anl CITw qroqhr7H7H gHcJxYHb rhqorti, Yocxs hnti, anY otfhr tanbH7H7H or

ItanbHJh s atthr qroYxchY 7l CONWQUTANT fhrhxnYhr”, abaHti  
CONWQUTANT’WrHfti to qal s hnti fhrhxnYhr, or abaHti tfh CLTw, anY  
ifaJ qal aJ as oxnti Yxh xnYhr tfh Qnhs qJol s hnt Inixranch Act BHf  
rhi qhet to ixcf Ja7or.

#### APTICUE 30

#### **BEST TERMS**

Tfroxbfoxt tfh thrs o5 tfH Contract, CONWQUTANT, ifaJ o55hr CLTw  
tfh 7hit thrs i, qrHhi, anY YHcoxnti tfat arh o55hrhY to anl o5  
CONWQUTANT’Wexitos hri 5or iH Har booYi anYihr; Hhi qro; HhYxnYhr  
tfH Contract.

#### APTICUE 38

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Contractor PhiqoniH7H4l  
OrYHanch, UAAC Wictlon 1y.4y ht ih)., ai as hnYhY5ros tH h to tH h.

#### APTICUE 39

#### **BREACH**

Enchqt 5or hnexia7Jh YhJal i ai YhicrH7hYH Article 22, H anl qartl 5aH to  
qhr5ors , H BfoJh or H qart, anl qros Hh, co; hnant, or abrhhs hnt iht 5ortf  
fhrhH, or ifoxJY anl rhqrhihntatlon s aYh 7l H 7h xntrhx, anl abbrH; hY  
qartl s al a; aH HhJ5 o5 aJ rHfti anY rhs hYHh, at JaB or h)xHl , H tfh  
coxrti o5JaB. WYrHfti anYrhs hYHh arh cxs xJatHh o5tfoih qro; HhY5or  
fhrhH hneht tfat H no h; hnt ifaJ anl qartl rhco; hr s orh tfan onch, ix55hr  
a qhnaJl or 5or5Hxrh, or 7h xnpitJl cos qhniathY.

#### APTICUE 4y

#### **SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Wa; hrl DHcJoixrh OrYHanch,  
UAAC Wictlon 1y.41 ht ih)., ai as hnYhY 5ros tH h to tH h. Anl  
ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY  
xnYhr tfH Contract s xit HcJxYh an HhntHJaJ qro; Hlon.

#### APTICUE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

QnJhi i otfhrBHh hnhs qt, HtfH Contract Hl ; aJxhYat \$1yy,yyy or s orh anY  
rh)xHhi aqgro; aJ 7l an hJhethY CLTw o55Hh, CONWQUTANT,  
CONWQUTANT’W qrHcHJaJi, anY CONWQUTANT’W W7conixJtanti  
hmqhethYto rhchHh at Jhait \$1yy,yyy 5or qhr5ors anch xnYhr tfh Contract,  
anYtfh qrHcHJaJi o5tfoih W7conixJtanti gfh (PhitrHthYehrioni “” ifaJ  
cos qJl BHf Cfarthr Wictlon 40yg”gl2” anY UAMC Wictlon 49.0.3k.  
I aHxrh to cos qJl hntHhi CLTw to thrs Hhath tfH Contract anYto qxri xh aJ  
a; aH7Jh JhbaJ rhs hYHh. Cfarthr Wictlon 40yg”gl2” anY UAMC Wictlon  
49.0.3k JH H tfh a7H4l o5 tfh PhitrHthY ehrioni to s avh cas qaHn



contrHxtHoni to anYhnbabh H 5xnYraHhb 5or chrtaH hJhethYCLTw o55HhJi or canYHathi 5or hJhethYCLTw o55Hh 5or tBhJ; h s ontfi a5hr tfH Contract H iHnhY. AYYHhonaJl, a CONVQUTANT ix7phct to Cfarthr WictHn 40ygc"gl2" H rh)xHhY to cos qJl Bff YHcJoiXrh rh)xHhs hnti 7l ix7s Hhb a cos qJhthY anY iHnhY EtfH Cos s Hi Hn Iors kk anY to as hnY tfh H5ors atHn H tfat 5ors ai iqhcHhY 7l JaB. Anl CONVQUTANT ix7phct to Cfarthr WictHn 40ygc"gl2" ifaJl HcJxYh tfh 5oJJoBhb notHh H anl contract Bff anl W7coniXJtant hnqHethYto rhchHh at Jhait \$1yy,yyy 5or qhr5ors anch xnYhr tfH Contract:

(NotHh PhbarYhb PhitrHtHni on Cas qaHn ContrHxtHoni anY IxnYraHhb H CHl EJhctHni  
 vox arh a ix7conixJtant on CHl o5 Uoi AnbhJhi Contract #\_\_\_\_\_. exrixant to tfh CHl o5Uoi AnbhJhi Cfarthr WictHn 40ygc"gl2" anY rhJathY orYHanchi, lox anY loxr qrhchHhJi arh qrofHhthY 5ros s avHb cas qaHn contrHxtHni to anY 5xnYraHhb 5or chrtaH hJhethY CHl o5 Uoi AnbhJhi g CLTw"" o55HhJi anY canYHathi 5or hJhethY CLTw o55Hh 5or tBhJ; h s ontfi a5hr tfh CLTw contract H iHnhY. vox arh rh)xHhY to qro; Hh tfh nas hi anY contact H5ors atHn o5 loxr qrhchHhJi to tfh CONVQUTANT anYto as hnYtfat H5ors atHn Bff H thn 7xiHhii Yal i H Hcfanbhi YxrHb tfh tBhJ; h s ontf tH h qhrHhY. I aHxrh to cos qJl s al rhixJt H thrs HattHn o5tfH Contract anYanl ofhr a; aH7Jh JhbaJ rhs hYHh. In5ors atHn a7oxt tfh rhitrHtHni s al 7h 5oxnYonJHh at htfH JactHl orb or 7l caJHb tfh Uoi AnbhJhi CHl EtfH Cos s Hi Hn at g213"908-196y."

#### APTICUE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh I Ht Wxrch d Hhb OrYHanch, UAAC WictHn 1y.44 ht ih)., ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHhJ qro; HhHn.

#### APTICUE 43

#### **IRAN CONTRACTING ACT**

In accorYanch Bff CalJornH ex7JH Contract CoYh WictHni 22yy-22y8, aJl 7HYhri ix7s Hhb qroqoiaJi 5or, hnthrHb Hto, or rhnhBhb contracti Bff tfh CHl o5Uoi AnbhJhi 5or booYi anYihr; Hh hi tH athYat \$1,yyy,yyy or s orh arh rh)xHhY to cos qJhth, iHn, anY ix7s H tfh (Iran ContractHb Act o52y1y Cos qJhanch A55Ya; H'.

#### APTICUE 44

#### **SUSPENSION**

At CLTw'WioJh YHcrhtHn, CLTw s al ixiqhnYanl or aJl ihr; Hh qro; HhY xnYhr tfH Contract 7l qro; Hhb CONVQUTANT Bff BrHhthn notHh o5 ixiqhni Hn. Qqon rhchHt o5tfh notHh o5ixiqhni Hn, CONVQUTANT ifaJl H s hYHhJl chaih tfh ihr; Hh ixiqhnYhYanY ifaJl not HcXr anl aYYHhonaJ

o7Jhbatloni, coiti or hmqhnihi to CLTw xntH CLTw bHhi BrHhn notHh to rhcos s hneh tfh i hr; Hhi.

#### APTICUE 4k

#### **DATA PROTECTION**

- A. CONVQUTANT ifaJJ grothct, xiHhb tfh s oit ihcxrh s hani anY thecfnoJobl tfat Hl cos s hrcHJJl a; aHa7Jh, CLTw-qro; FhY Yata or conixs hr-qro; FhY Yata ac) xHhY Hl tfh coxrih anY icoqh o5 tfHl Contract, HlcJxYhb 7xt not JHl HhYto exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yata, goJhctHhJl, tfh (CHl Data“. CONVQUTANT ifaJJ notHl CLTw Hl BrHhb ai ioon ai rhaiona7Jl ShaiHJh, anY Hl anl h; hnt Bff Hl tBhntl-5oxr foxri, o5 CONVQUTANT’W YHco; hrl or rhaiona7Jh 7hJH5 o5 anl xnaxtforHhY acchii o5 CHl Data ga (Data Grhacf“, or o5 anl HlcFhnt a55ctHhb, or qothntHJJl a55ctHhb CHl Data rhJathYto cl 7hr ihcxrHl ga (WcxrHl IncFhnt“, HlcJxYhb, 7xt not JHl HhYto, YhnHJ o5 i hr; Hh attacv, anYiliths oxtabh, Hita7Hh or YhbraYatlon Yxh to cos qxthr s aJBarh or ; Hxi. CONVQUTANT ifaJJ 7hbHl rhs hYatlon Hl s hYHhJl. CONVQUTANT ifaJJ qro; Fh YaHl xqYathi, or s orh Sh) xhntJl Hrh) xHhY7l CLTw, rhbarYhb 5HhYhb anYactloni qhr5ors hY7l CONVQUTANT xntHl tfh Data Grhacf or WcxrHl IncFhnt fai 7hbn h55ctHhJl rhioJ; hY to CLTw’W iathSactlon. CONVQUTANT ifaJJ conYxct an Hl; hitHbatlon o5 tfh Data Grhacf or WcxrHl IncFhnt anY ifaJJ ifarh tfh rhqort o5 tfh Hl; hitHbatlon Bff CLTw. At CLTw’WioJh YHcrhtlon, CLTw anY Hl axtforHhY abhnti ifaJJ fa; h tfh rHft to JhaYor qartHdath Hl tfh Hl; hitHbatlon. CONVQUTANT ifaJJ cooqhrath 5xJJl Bff CLTw, Hl abhnti anYJaB hn5orchs hnt.
- G. I5 CLTw Hl ix7pct to JH7Hh 5or anl Data Grhacf or WcxrHl IncFhnt, tfhn CONVQUTANT ifaJJ 5xJJl HhYs nHl anY foJY fars Jhii CLTw anY Yh5hYabaHl it anl rhixJHb actloni.

#### APTICUE 46

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONVQUTANT ifaJJ cos qJl Bff tfh CHl Contractorl’ Qih o5 CrHl HhAJ d Htorl 5or ConiFhratlon o5 Es qJol s hnt AqqJatloni OrYHanch, UAAC Wictlon ly.48 ht ih)., ai as hnYhY 5ros tHl h to tHl h. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HlcJxYh an FhntHhAJ qro; Hhlon.

#### APTICUE 40

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBff i tanYhb anl ot fhr qro; Hhlon o5 tfHl Contract, HlcJxYhb anl hnf Hh

or attacfs hnti HicorqorathYtfhrhH, anYH orYhr 5or CLTw to cos qJl BHF H bo; hrnHb JhbaJ rh)xHhs hnti, CLTw ifaJ fa; h no o7JHbatlon to s avh anl qal s hnti to CONWQUTANT xnJhi CLTw ifaJ fa; h 5Ht s aYh an aqgroqrHtlon o5 5xnYi h) xaj to or H hnehi o5 H o7JHbatlon to s avh anl qal s hnti ai qro; HhY H tfH Contract. CONWQUTANT abrhhi tfat anl i hr; Hhi qro; HhY7l CONWQUTANT, qxrcfaihi s aYh 7l CONWQUTANT or hmqhnihi HcxrrhY7l CONWQUTANT H hnehi o5 tfh aqgroqrHtlongi” ifaJ 7h 5rhh anYBHf oxt cf arbh to CLTw anYCLTw ifaJ fa; h no o7JHbatlon to qal 5or tfh i hr; Hhi, qxrcfaihi or hmqhnihi. CONWQUTANT ifaJ fa; h no o7JHbatlon to qro; Hh anl i hr; Hhi, qro; Hh anl h) xHs hnt or Hcxr anl hmqhnihi H hnehi o5 tfh aqgroqrHthY as oxntgi” xntH CLTw aqgroqrHthi aYHtlnaJ 5xnYi 5or tfH Contract.

#### APTICUE 48

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

CONWQUTANT ifaJ cos qJl BHF aJ HhntHl tfh5 JaBi HcJxYHb BHF oxt JH Htlon, JaBi rhJathY to: gl” qal s hnt Yh; Hhi j g2” crhYH anY Yh7H carY 5raxYj anY g3” tfh I aH anY Accxrrh CrhYH Traniactloni Act g I ACTA”, HcJxYHb H rh)xHhs hnt rhJathb to tfh conthnt o5 traniactlon rhchHti qro; HhY to Cxitos hri. CONWQUTANT aJio ifaJ cos qJl BHF aJ rh)xHhs hnti rhJathY to s aHtaHb cos qJlanch BHF eals hnt CarY InYxtrl Data WcxrHl WanYarYi g(eCLDWW”. DxrHb tfh qhr5ors anch o5 anl i hr; Hh to HitaJl, qrobras or xqYath qal s hnt Yh; Hhi h) xHqhY to conYxct crhYH or Yh7H carY traniactloni, HcJxYHb eCLDWWi hr; Hhi, CONWQUTANT ifaJ ; hrH qroqhr trxnactlon o5 rhchHti H cos qJlanch BHF I ACTA.

#### APTICUE 49

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJHornH ex7JH Phioxrchi CoYh Whctlon k164 qrofH H a qx7JH abhncI 5ros fHb a qhrion 5or hs qJol s hnt or ai a ; oJxnthhr to qhr5ors i hr; Hhi at anl qarv, qJal broxnY, or cos s xnHl chnthr xi hY5or rherhatlnaJ qxrqoihi H a qoiHlon tfat fai ixqhr; Hlorl or YHcHJHarl axtforHl o; hr anl s Hor, Htfh qhri on fai 7hhn con; HthYo5 chrtah crH hi ai rh5rhnhYH tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh Whctlon k164ga”g2”.

I5 aqJlta7Jh, CONWQUTANT ifaJ cos qJl BHF CaJHornH ex7JH Phioxrchi CoYh Whctlon k164, anY ifaJ aYHtlnaJl aYfhrh to aJ rxJhi anY rhbxJatloni tfat fa; h 7hhn aYoqthY or tfat s al 7h aYoqthY 7l CLTw. CONWQUTANT H rh)xHhY to fa; h aJ hs qJol hhi, ; oJxnthhri anY W7conixJtanti gHcJxYHb aJ hs qJol hhi anY ; oJxnthhri o5 anl W7conixJtant” o5 CONWQUTANT BorvHb on qrhs Hhi to qaii a 5hbhrqrHt anY 7acvbroxnY cfhev tfroxbf tfh CaJHornH Dhqarts hnt o5

uxit~~th~~ at CONWQUTANT'WioJh hmqhni h, ~~th~~Y~~th~~at~~th~~b tfat ixcf ~~th~~Y~~th~~J~~th~~XaJi fa; h nh; hr 7hhn con; ~~th~~thYo5chrta~~th~~ cr~~th~~ hi ai rh~~th~~rhnc~~th~~Y~~th~~tfhehnaJCoYh anYart~~th~~dxJathY~~th~~ CaJ~~th~~horn~~th~~ ex7J~~th~~Phioxrchi CoYh Wict~~th~~on kl64ga'g", ~~th~~tfh ~~th~~Y~~th~~J~~th~~XaJ B~~th~~U fa; h ixqhr; ~~th~~lorl or Y~~th~~ic~~th~~J~~th~~Marl axtfor~~th~~ o; hr anl s ~~th~~or.

APTICUE ky

**POSSESSORY INTERESTS TAX**

P~~th~~fti bran~~th~~Y to CONWQUTANT 7l CITw s al crhath a qoi~~th~~hiiorl ~~th~~thrh~~th~~it. CONWQUTANT abr~~th~~hi tfat anl qoi~~th~~hiiorl ~~th~~thrh~~th~~it crhathYs al 7h ix7p~~th~~ct to CaJ~~th~~horn~~th~~ Ph; hnxh anYTanat~~th~~on CoYh Wict~~th~~on ly0.6 anYa qroqhr~~th~~l tam s al 7h Jh; ~~th~~Y on tfat qoi~~th~~hiiorl ~~th~~thrh~~th~~it. l5 aqqJ~~th~~a7Jh, CONWQUTANT ifaJ~~th~~qal tfh qroqhr~~th~~l tam CONWQUTANT acvnoB.JhYbhi tfat tfh not~~th~~th rh)x~~th~~thY xnYhr CaJ~~th~~horn~~th~~ Ph; hnxh anY Tanat~~th~~on CoYh Wict~~th~~on ly0.6 fai 7hhn qro; ~~th~~YhY.

APTICUE k1

**CONFIDENTIALITY**

AJ~~th~~Yocxs hnti, ~~th~~5ors at~~th~~on anYs athr~~th~~Ji qro; ~~th~~YhYto CONWQUTANT 7l CITw or Yh; hJoqhY 7l CONWQUTANT qxr~~th~~ixant to tf~~th~~ Contract goJ~~th~~hct~~th~~J~~th~~hJl (Con~~th~~S~~th~~Y~~th~~hnt~~th~~J~~th~~l~~th~~In5ors at~~th~~on""arh con~~th~~S~~th~~Y~~th~~hnt~~th~~J~~th~~l~~th~~. CONWQUTANT ifaJ~~th~~not qro; ~~th~~Yh or Y~~th~~icJo~~th~~ih anl Con~~th~~S~~th~~Y~~th~~hnt~~th~~J~~th~~l~~th~~In5ors at~~th~~on or tfh~~th~~ cont~~th~~hnti or anl ~~th~~5ors at~~th~~on tfhr~~th~~h~~th~~, h~~th~~ffhr oraJ~~th~~l or ~~th~~Br~~th~~th~~th~~b, to anl qhrion or hnt~~th~~thl , hnc~~th~~hqt ai axtfor~~th~~J~~th~~hY7l CITw or ai rh)x~~th~~thY7l JaB. CONWQUTANT ifaJ~~th~~J~~th~~s hY~~th~~th~~th~~Jl not~~th~~th CITw o5 anl at~~th~~hs qt 7l a tf~~th~~Y qart~~th~~l to o7ta~~th~~h acchii to anl Con~~th~~S~~th~~Y~~th~~hnt~~th~~J~~th~~l~~th~~In5ors at~~th~~on. Tf~~th~~ qro; ~~th~~th~~th~~on B~~th~~U ixr; ~~th~~h hmq~~th~~th~~th~~on or thrs ~~th~~th~~th~~on o5tf~~th~~ Contract.

APTICUE k2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJ~~th~~ii ot~~th~~hrB~~th~~th h~~th~~hs qt ~~th~~ accorYanch B~~th~~th tfh qro; ~~th~~th~~th~~oni o5 tf~~th~~ OrY~~th~~thanch, tf~~th~~ Contract ~~th~~ ix7p~~th~~ct to tfh D~~th~~icJo~~th~~ixrh o5 GorYhr F aJ~~th~~ Contract~~th~~b OrY~~th~~thanch, Wict~~th~~on ly.ky o5 tfh Uoi Anb~~th~~h~~th~~Ji AYs ~~th~~th~~th~~tr~~th~~at~~th~~J~~th~~h CoYh, ai s al 7h as hnYhY5ros t~~th~~h h to t~~th~~h. CONWQUTANT chr~~th~~t~~th~~thi tfat ~~th~~fai cos qJ~~th~~thYB~~th~~th tfh aqqJ~~th~~a7Jh qro; ~~th~~th~~th~~oni o5tf~~th~~ OrY~~th~~thanch. I a~~th~~hrh to 5xJ~~th~~l anYaccx~~th~~rathJl cos qJ~~th~~th tfh a55~~th~~Y~~th~~a; ~~th~~th s al rhix~~th~~Jt ~~th~~thrs ~~th~~th~~th~~on o5tf~~th~~ Contract.

APTICUE k3

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Es qJol hhi o5 ConixJ~~th~~tant anYor qhrioni Borv~~th~~thb on ~~th~~ 7hfaJ5, ~~th~~icJxY~~th~~thb, 7xt not J~~th~~h ~~th~~thY to, ix7conixJ~~th~~tanti goJ~~th~~hct~~th~~J~~th~~hJl , (Contractor ehri~~th~~onnh~~th~~J"" , Bf~~th~~th qhr5ors ~~th~~thb i~~th~~hr; ~~th~~thi xnYhr tf~~th~~ Contract anYqr~~th~~or to ~~th~~th~~th~~tract~~th~~b ~~th~~ qhrion B~~th~~th C~~th~~th hs qJol hhi, contractori, ;oJx~~th~~nth~~th~~ri, or s hs 7hri o5tf~~th~~

qx7JH goJhctHhJL, (In-ehri on Wrr; Ichi ""s xit 7h 5xJL ; accHathYabaHt  
tfh no; hJ corona; Hxi 2y19 g COS ID-19"" (I xJL ; accHathY" s hani tfat  
14 or s orh Yal i fa; h qaiihYiHch Contractor ehri onnhJ fa; h rhchHhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 ; accHh i hrHh gMoYhrna or e5hr-  
GHNTchf" or a iHbJh Yoih o5 a onh-Yoih COS ID-19 ; accHh guofnion &  
uofnion/uaniihn" anY aJ 7ooithr Yoih rhcos s hnYhY 7l tfh Chnthri 5or  
DHhaih ControJanYerh; hntHn. erlor to aiiHnHb Contractor ehri onnhJ to  
qhr5ors In-ehri on Wrr; Ichi, ConixJtant ifaJ o7taH qroo5 tfat ixcf  
Contractor ehri onnhJ fa; h 7hhn 5xJL ; accHathY. ConixJtant ifaJ rhtaH  
ixcf qroo5 5or tfh Yocxs hnt rthntHn qhrH Y iht 5ortf H tfH Contract.  
ConixJtant ifaJ brant s hYdaJ or rhJHbHxi hnhs qtHni g(Enhs qtHni "" to  
Contractor ehri onnhJ ai rh)xHhY 7l JaB. I5 ConixJtant BHfhi to aiiHn  
Contractor ehri onnhJ BHf Enhs qtHni to qhr5ors In-ehri on Wrr; Ichi,  
ConixJtant ifaJ rh)xHh ixcf Contractor ehri onnhJ to xnYhrbo BhhvJL  
COS ID-19 thitHb, BHf tfh 5xJL coit o5 thitHb to 7h 7ornh 7l ConixJtant.  
I5 Contractor ehri onnhJ thit qoiHh, tfhl ifaJ not 7h aiiHnhY to qhr5ors  
In-ehri on Wrr; Ichi or, to tfh hntHnt tfhl fa; h aJraYl 7hhn qhr5ors Hb In-  
ehri on Wrr; Ichi, ifaJ 7h H s hYathJL rhs o; hY 5ros tfoih aiiHns hnti.  
I xrtfhrs orh, ConixJtant ifaJ H s hYathJL notH CHL H Contractor  
ehri onnhJ qhr5ors Hb In-ehri on Wrr; Ichi gl" fa; h thithY qoiHh 5or or  
fa; h 7hhn YHbnoihYBHf COS ID-19, g2" fa; h 7hhn H5ors hY7l a s hYdaJ  
qro5hi iHnaJ tfat tfhl arh JHhJL to fa; h COS ID-19, or g3"s hht tfh crHhrH  
5or HoJatHn xnYhr aqJda7Jh bo; hrns hnt orYhri.

EXCEeT AWEXePEWUw MODII IED fhrhH, tfh Contract hnhcxthYon \_\_\_\_\_  
rhs aHh xncfanbhY.

IN F ITNEWWF dEPEOI, tfh qartHh fhrhto fa; h hnhcxthYtfH As hnYs hnt No. \_\_\_\_\_ on tfh  
Yal anYl har BrHh 7hJoB.

## HATCH

**By: Pavitra Rammohan, P.E.**

**Title: Client Services Manager- Water**  
**Date:**

## CITY OF LOS ANGELES

**By: Greg Good**

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

**By:**



**Date:**

**ATTEST:**

d OUUw U. F OUCOTT, CHll CJhrv

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICd AEUN. I EQEP, CHll Attornhl

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129652

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

HAZEN & SAWYER

AMENDMENT NO. 1 TO CONTRACT NO. C-129652, FOR PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE CITY OF LOS ANGELES AND HAZEN & SAWYER.

This Amendment modifies the Contract executed on July 12, 2017, between the City of Los Angeles (hereinafter referred to as "CITY") and Hazen & Sawyer (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for project management, planning, design and construction management for wastewater and stormwater related projects and CONSULTANT submitted a statement of qualifications, in response; and

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

WHEREAS, on July 12, 2017, Contract No. C-129652 was awarded to CONSULTANT, the terms of which will expire on July 11, 2022; and

WHEREAS, the CONSULTANT is currently providing on-call wastewater and environmental engineering services for the various Department of Public Works projects and has the capacity and experienced personnel to provide the required services; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by 5 additional years through July 11, 2027; and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 1, Contract No. C-129652 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects, the Bureau of Engineering plans to utilize consultants to provide program management, project management,

planning, design and construction management for wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater and stormwater related projects such as conveyance systems, abatement facilities, pumping plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 is hereby amended to add Section 3.3 to read as follows:

##### **3.3 Retention of Records, Audit and Reports**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 is hereby amended in its first paragraph to read as follows:

CITY designates Ethan B. Wong as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

## ARTICLE 5

### **TERM OF CONTRACT**

Article 5 is hereby amended in its entirety to read as follows:

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 14 or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

## ARTICLE 6

### **SUBCONSULTANT APPROVAL**

No Change

## ARTICLE 7

### **COMPENSATION, INVOICING AND PAYMENT**

No Change

## ARTICLE 8

### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

## ARTICLE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**



Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person: Ethan B. Wong, Division Engineer  
Address: Bureau of Engineering  
Environmental Engineering Division  
12000 Vista Del Mar  
Pregerson Bldg., Suite 200  
Playa Del Rey, CA 90293

To CONSULTANT:

Contact Person: Lynn Grijalva, P.E., Vice President  
Address: 1149 South Hill Street, Suite 450  
Los Angeles, CA 90015

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

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

masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 13

### **KEY CONSULTANT PERSONNEL**

- 13.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 13.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 13.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

## ARTICLE 14

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14 Termination for Convenience.

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

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

## ARTICLE 15

### **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

### **INDEMNIFICATION AND INSURANCE**

#### **16.1 Indemnification**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not



limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 16 shall survive expiration or termination of this Contract.

#### 16.2 Insurance

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

### ARTICLE 17

#### **INDEPENDENT CONTRACTORS**

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

### ARTICLE 18

#### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and

other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

18.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 4. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

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

18.5 Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

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

goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its

subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

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

## 19.2 Intellectual Property Warranty

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

## 19.3 Intellectual Property Indemnification

19.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights 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 CONSULTANT, or its subconsultants of any tier, in performing the work under this

Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

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

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

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

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

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.



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

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayoral Executive Directive 14, which is included as Attachment 7 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the

contract, the CONSULTANT must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the "Final Subconsulting Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 15 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. The CITY has set anticipated participation levels of 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE.

## ARTICLE 22

### **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 Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

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

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 23

### **SEVERABILITY**

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

#### ARTICLE 24

#### **DISPUTES**

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

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 15 hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles

Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **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.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT'S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

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

continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### ARTICLE 30

#### **LIVING WAGE ORDINANCE**

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

#### ARTICLE 31

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

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

#### ARTICLE 32

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform



Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

#### ARTICLE 33

##### **WAIVER**

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

#### ARTICLE 34

##### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

#### ARTICLE 35

##### **PERMITS**

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

#### ARTICLE 36

##### **CLAIMS FOR LABOR AND MATERIALS**

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

CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 37

**BEST TERMS**

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

ARTICLE 38

**CONTRACTOR RESPONSIBILITY ORDINANCE**

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

ARTICLE 39

**BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 40

**SLAVERY DISCLOSURE ORDINANCE**

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

ARTICLE 41

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S Subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least \$100,000 for performance under this Contract:

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

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

#### ARTICLE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 43

#### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

#### ARTICLE 44

#### **SUSPENSION**

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

recommence the services.

#### ARTICLE 45

#### **DATA PROTECTION**

- A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 46

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 47

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with

its governing legal requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

#### ARTICLE 48

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

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 49

##### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT’S sole expense, indicating that such individuals



have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 50

**POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 51

**CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively “Confidential Information”) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

ARTICLE 52

**DISCLOSURE OF BORDER WALL CONTRACTING  
ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 53

**COVID-19 VACCINATION REQUIREMENTS -  
ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, “Contractor Personnel”), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against

the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

**HAZEN & SAWYER**

**By: Lynn Grijalva, P.E.**

**Title: Vice President**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

, DR

AMENDMENT NO. 1 TO CONTRACT NO. C-129645 FOR PRE-QUALIFIED ON-CALL  
WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE  
CITY OF LOS ANGELES AND , DR.

This Amendment modifies the Contract executed on July 12, 2010 between the City of  
Los Angeles hereinafter referred to as (CITY) and , DR hereinafter referred to as  
(CONSULTANT).

WITNESSET,

WHEREAS, THE CITY issued a Request for Qualifications (RFQ) on September 29, 2016 for  
project management planning design and construction management for wastewater and  
stormwater related projects and CONSULTANT submitted a statement of qualifications, in  
response and

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

WHEREAS, THE CITY on July 12, 2010 Contract No. C-129645 was awarded to CONSULTANT  
the terms of which will expire on July 11, 2022 and

WHEREAS, THE CONSULTANT is currently providing on-call wastewater and  
environmental engineering services for the various Department of Public Works projects and has  
the capacity and experienced personnel to provide the required services and

WHEREAS, THE CITY and CONSULTANT have agreed to extend the term of the Contract  
by 4 additional years through July 11, 2026 and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will  
accrue to the parties hereto in carrying out the conditions of this Amendment No. 1 Contract No.  
C-129645 is hereby amended as follows:

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 is hereby amended in its entirety to read as follows:

On certain Public Works projects the Bureau of Engineering plans to utilize  
consultants to provide program management project management



planning and construction management for wastewater and stormwater related projects. Sometimes on an emergency basis during the course of a ten-year period. These services may include but are not limited to the overall planning and construction management of wastewater and stormwater related projects such as conveyance systems, treatment facilities, pump-out plants, treatment facilities, odor control, recycled/reclaimed water projects and other wastewater and stormwater facilities owned or planned by the CITY.

#### ARTICLE /

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article / is hereby amended to add Section /./ to read as follows:

##### **././ 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: (a) final payment made by CITY; (b) the expiration of this Contract; or (c) 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, that the expiration or termination of this Contract.

#### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 is hereby amended in its first paragraph to read as follows:

CITY designates Ethan B. Wonb as its ENGINEER representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY" "consult with CITY" "confer with CITY" or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended in its entirety to read as follows'

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 15 years unless terminated as provided under Article 13 or extended by amendment to this Contract.

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

- g'a'' This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- g'7'' This Contract has been approved by the City Council and/or by the Board of Officers or employee authorized to bind such approval;
- g'g'' The Office of the City Attorney has indicated in writing its approval of this Contract as to form and
- g'd'' This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board of Officers or employee authorized to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No Change

#### ARTICLE 10

#### **COMPENSATION, INVOICING AND PAYMENT**

No Change

#### ARTICLE 8

#### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under **Article 35**.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows'

All notices shall be made in writing and may be by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows'

To the CITY'

Contact Person'

Address'

Ethan B. Wong  
Bureau of Engineering  
Environmental Engineering Division  
12555 Vista Del Mar  
Peberson Blvd. Suite 255  
Playa Del Rey CA 9529/

To CONSULTANT'

Contact Person'

Address'

Gregorio Estrada  
Wastewater  
Marvet Sector Lead  
/ 2/ 5 El Camino Real Suite 255  
Irvine CA 92652

ARTICLE 15

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles'

ARTICLE 12

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

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

masculine or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto. One text shall be retained by each party. At the CITY'S option one or more additional original texts of this Contract may also be retained by the CITY.

## ARTICLE 11

### **KEY CONSULTANT PERSONNEL**

- 11.1 Unless otherwise provided or agreed by the CITY, the CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and agree any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 11.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 11.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER. Provided such consent shall not be unreasonably withheld.

## ARTICLE 12

### **TERMINATION**

#### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights, CITY is

entitled to shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect its memorialized or record CITY's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 22, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY's default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY's sole discretion, CITY may accept or reject CONSULTANT's plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT's breach of this Contract.
2. If the default under this Contract is due to CONSULTANT's failure to maintain the insurance required under this Contract, CONSULTANT shall immediately suspend performance of any services under this Contract for which insurance was required and shall notify its employees and subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY's requirements.
- /. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
3. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY's laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.



4. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person has been charged with or indicted for a crime; if he or she leads nolo contendere to or forfeits bail or fails to appear in court for a hearing related to any act which constitutes an offense in, on, or in moral turpitude under federal, state, or local laws (Act of Moral Turpitude“”).

7. If CONSULTANT or a Key Person is charged with or indicted for a crime; if he or she leads nolo contendere to or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, CITY may immediately terminate this Contract.

- c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include but are not limited to violent felonies as defined by Penal Code Section 660.4, crimes in, on, or in weapons crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.0, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 4163(g)(2) in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, involuntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse regardless of whether such acts are a 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, or ten percent or more of the total power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section CITY may procure upon such terms and in the manner as CITY may deem appropriate services similar in scope and level of effort to those so terminated and CONSULTANT shall be liable to CITY for all of its costs and damages including but not limited to any excess costs for such services.

7. If after notice of termination of this Contract under the provisions of this section it is determined for any reason that CONSULTANT was not in default under the provisions of this section or that the default was excusable under the terms of this Contract the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 13 Termination for Convenience.

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

C. In the event that this Contract is terminated CONSULTANT shall immediately notify all employees and Subconsultants and shall notify in writing all other parties contracted with under the terms of this Contract within fifteen working days of the termination.

## ARTICLE 14

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### 16.1 Indemnification

Except for the active negligence or willful misconduct of the CITY or any of its Boards officers agents employees assistants and successors in interest CONSULTANT undertakes and agrees to defend indemnify and hold harmless the CITY and any of its Boards officers agents employees assistants and successors in interest from and against all suits and causes of action claims losses demands and expenses including but not limited to attorney's fees both in-house and outside counsel and cost of litigation including all actual litigation costs incurred by the CITY including but not

limited to costs of experts and consultants' damages or liability of any nature whatsoever for death or injury to any person including CONSULTANT'S employees and agents for damage or destruction of any property of either party hereto or of third parties in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and the CITY. The provisions of Article 16 shall survive the expiration or termination of this Contract.

## 16.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall procure and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet of Form Gen 136 in Exhibit D hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy shall comply with the Insurance Contractual Requirements of Form General 111 in Exhibit D hereto and shall otherwise be in a form acceptable to the Office of the City Administrator or Officer at Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

## ARTICLE 10

### **INDEPENDENT CONTRACTORS**

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

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

18.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all designs, drawings, specifications, reports and

other services furnished by CONSULTANT under this Contract. CONSULTANT shall at no additional cost to CITY correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, calculations and other services.

18./ The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 3. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract as well as recommendations for the correction of such incorrect or misleading information.

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

18.4 Except as specified in Article 16 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract except for errors, omissions or other deficiencies to the extent attributable to CITY or CITY-furnished data from any third party.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### 19.1 Ownership of Data and License

19.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audio, visual recordings, sound recordings, maps, globes, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof and all forms of intellectual property. CONSULTANT hereby assigns and agrees to assign all

goodwill, copyrights, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and required by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect its ownership or record the CITY's ownership of rights provided herein.

19.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in "as hard copy" form and shall be appropriately indexed on thin Mylar stock or good quality paper satisfactory for reproduction.

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

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

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

19.1.6 Any subcontract entered into by CONSULTANT relating to this Contract to the extent allowed hereunder shall include a provision for work to be performed under this Contract to contractually bind or otherwise obligate its subconsultants performing work under this Contract such that the CITY's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its



su7consultants with such o7libations shall su7pect CONSULTANT to the imposition of any and all sanctions allowed 7y lawHcludinb 7ut not limited to termination of CONSULTANT's Contract with the CITY.

19.1.0 CONSULTANT agrees that a monetary remedy for 7reach of this Contract may 7e inadequateHimpractica7leHor difficult to prove and that a 7reach may cause CITY irreparable harm. CITY may therefore enforce this requirement 7y seeking injunctive relief and specific performanceHwithout 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 7e entitled.

## 19.2 Intellectual Property Warranty

19.2.1 CONSULTANT represents and warrants that its performance of all o7libations under this Contract does not infringe in any wayHdirectly or contritorilyHupon any third party's intellectual property rightsHcludinbHwithout limitationHpatentsHcopyrightsHtrademarksHtrade secretsHrights of publicity and proprietary information.

## 19.3 Intellectual Property Indemnification

19.3.1 CONSULTANT shall at its own expenseHundertake and agrees to defendHindemnifyHand hold harmless the CITYHand any of its BoardsHofficersHagentsHemployeesHsibnsHand successors in interest from and against all suits and causes of actionHclaimsHlossesHdemands and expensesHcludinb 7ut not limited toHattorney's fees 7oth in-house and outside counsel" and cost of litigation gcludinb all actual litigation costs incurred 7y the CITYHcludinb 7ut not limited toHcosts of experts and consultants'Hdamages or liability of any nature whatsoever arising out of the infringementHactual or allegedHdirect or contritoryHof any intellectual property rightsHcludinbHwithout limitationHpatentsHcopyrightsHtrademarksHtrade secretsHrights of publicity and proprietary information gl"on or in any designHmediumHmatterHarticleHprocessHmethodHapplicationHe)uipmentHdeviceHinstrumentationHsoftwareHhardwareHor firmware used 7y CONSULTANTHor its su7consultants of any tierHn performing the work under this

Contract or as a result of the CITY's actual or intended use of any Work Product furnished by CONSULTANT or its subconsultants of any tier under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of California and the CITY. The provisions of **Article 19** shall survive expiration or termination of this Contract.

19.2 In CONSULTANT's defense of the CITY defendants' negotiation, compromise and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement and appeals therefrom as required by the Los Angeles City Charter, particularly Article III, Sections 201, 202 and 203 thereof.

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

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

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

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

## ARTICLE 25

### **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 15.8 et seq. as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, disability, marital status or medical condition.
- B. The requirements of Section 15.8.2.1 of the LAAC, the Equal Benefits Ordinance and the provisions of Section 15.8.2.1g are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 15.8.2 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the (E)qual Employment Practices provisions of this Contract.
- D. The provisions of Section 15.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the (Affirmative Action Program) provisions of this Contract.

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

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE) and Other Business Enterprises (OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with the Business Inclusion Program outreach requirements of Mayor's Executive Directive 13, which is included as Attachment 0 to the Request for Qualifications. CONSULTANT shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

CONSULTANT has submitted the List of Potential MBEs, WBEs, SBEs, EBEs, DVBEs, OBE Subconsultants (**Exhibit C – Schedule A**) along with their proposal. At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (**Exhibit C - Schedule B**). During the term of the

contract, the CONSULTANT must submit the MBE/WBE/SBE/DBE/VBE/OBE Utilization Profile (**Exhibit C - Schedule C**) when submitting an invoice to the City. Upon expiration or termination of the contract, a summary of these records shall be prepared on the "Final Consultant Report" form (**Exhibit C - Schedule D**) and certified correct by the CONSULTANT or its authorized representative. The completed form shall be furnished to the CITY within 14 working days after expiration or termination of the contract.

CONSULTANT agrees and obligates itself to utilize the services of Minority/Women/Small/Merit/Disabled Veteran/and Other Business Enterprise MBE/WBE/SBE/DBE/VBE/OBE" firms on a level so designated in its proposal if any. The CITY has set anticipated participation levels of 18% MBE/3% WBE/24% SBE/8% DBE/and / % DVBE.

## ARTICLE 22

### **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 together than a lockout by the party or any of the party's Consultants' fire/bomb/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 Consultant of CONSULTANT shall not constitute a Force Majeure Event unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Consultant and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform unless the goods or services to be furnished by the Consultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Consultant" means a consultant at any tier.

In the event CONSULTANT's delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## ARTICLE 23

### **SEVERABILITY**

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

#### ARTICLE 23

#### **DISPUTES**

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

#### ARTICLE 24

#### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 14 hereof.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

#### ARTICLE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.55 *et seq.* of the Los Angeles



Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain or obtain as necessary all such Certificates required of it under the Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 28

### **BONDS**

All bonds required by CITY shall be filed with the Office of the City Administrator; the Officer in Charge of Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code § LAAC "Sections 11.30 et seq.). Has amended from time to time.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 15.15 of the Los Angeles Administrative Code. Has amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT's employees. CONSULTANT shall also certify that the principal owners of CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally and that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 42/ 54 et seq. of the California Family Code and that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 15.15(g) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owners of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally shall constitute a default by the CONSULTANT under this Contract, subject to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any contract entered into by CONSULTANT to the extent allowed hereunder shall include a provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its consultants shall constitute a default by CONSULTANT under this Contract, subject to termination where such default shall

continue for more than ninety (95) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that to the best of its knowledge it is fully complying with the Earned Wage Assignment Orders of all employees and is providing the names of all new employees to the New Jersey Registry maintained by the Employment Development Department as set forth in Section 0115(g) of the California Public Contract Code.

#### ARTICLE / 5

#### **LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance (LAAC Section 15.0 et seq.) as amended from time to time. CONSULTANT further agrees that it shall comply with federal law prohibiting retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE / 1

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance (LAAC Section 15.6 et seq.) as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE / 2

#### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act (as amended) (29 U.S.C. Section 12151 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 11134.
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to or association with a person who has a disability.
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities.
- D. Construction will be performed in accordance with the Uniform

Federal Accessibility Standards 28 C.F.R. Part 35j 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 2015 ADA Standards for California Title 23 and other applicable federal and state law.

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

#### ARTICLE //

#### **WAIVER**

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

#### ARTICLE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not unless it has first obtained the written permission of the CITY

g) Assign or otherwise alienate any of its rights under this Contract including the right to payment or

g) Delegate or otherwise transfer any of its duties under this Contract.

#### ARTICLE / 4

#### **PERMITS**

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

#### ARTICLE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property including reports, documents and other tangible or intangible matter produced by CONSULTANT hereunder, and against

CONSULTANT'S rights to payments hereunder shall be against the CITY and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE / 0

**BEST TERMS**

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

ARTICLE / 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONSULTANT shall comply with the Contractor Responsibility Ordinance (LAAC Section 15.35 et seq.) as amended from time to time.

ARTICLE / 9

**BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform in whole or in part any promise, covenant or agreement set forth herein, or should any representation made by it be untrue or abbreviated, any party may avail itself of all rights and remedies at law or equity in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once or suffer a penalty or forfeiture or be unjustly compensated.

ARTICLE 35

**SLAVERY DISCLOSURE ORDINANCE**

CONSULTANT shall comply with the Slavery Disclosure Ordinance (LAAC Section 15.31 et seq.) as amended from time to time. Any sub-contract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Unless otherwise exempt, if this Contract is valued at \$155,000 or more and requires payment by an elected CITY officer, CONSULTANT, CONSULTANT'S principals and CONSULTANT'S subconsultants expected to receive at least \$155,000 for performance under the Contract and the principals of those subconsultants (the "Restricted Persons") shall comply with Charter Section 305(g)(2) and LAMC Section 39.0/4. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 305(g)(2) and LAMC Section 39.0/4 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials.

or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 305g"gl2" is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 44 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 305g"gl2" shall include the following notice in any contract with any Consultant expected to receive at least \$155,555 for performance under this Contract'

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

You are a consultant on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 305g"gl2" and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles or CITY officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at 213-908-1965."

## ARTICLE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance (LAAC Section 15.33 et seq.) as amended from time to time. Any contract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## ARTICLE 33

### **IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2255-2258, all bidders submitting proposals for entering into or renewing contracts with the City of Los Angeles for goods and services estimated at \$155,555 or more are required to complete and submit the (Iran Contracting Act of 2015) Compliance Affidavit.

## ARTICLE 33

### **SUSPENSION**

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



recommence the services.

#### ARTICLE 34

#### **DATA PROTECTION**

- A. CONSULTANT shall protect the most secure means and technology that is commercially available CITY-owned data or consumer-owned data acquired in the course and scope of this Contract but not limited to customer lists and customer credit card or consumer data collected by the (City Data). CONSULTANT shall notify CITY in writing as soon as reasonably feasible and in any event within twenty-four hours of CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (Data Breach) or of any incident affecting or potentially affecting City Data related to cyber security (Security Incident) including but not limited to denial of service attack and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates more frequently if required by CITY regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY's sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### ARTICLE 36

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors Use of Criminal History for Consideration of Employment Applications Ordinance (LAAC Section 15.38 et seq.) as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### ARTICLE 30

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract including any exhibits or attachments incorporated therein and in order for CITY to comply with

its obligations and legal requirements. CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriations shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, purchases or any equipment or incur any expenses in excess of the appropriated amounts until CITY appropriates additional funds for this Contract.

#### ARTICLE 38

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

CONSULTANT shall comply with all identity theft laws including without limitation laws related to "payment devices," credit and debit card fraud and "the Fair and Accurate Credit Transactions Act" (FACTA) including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to install hardware or update payment devices equipped to conduct credit or debit card transactions including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 39

##### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 4163 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any 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 4163(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 4163 and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and subconsultants including all employees and volunteers of any subconsultant of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT's sole expense indicating that such individuals

has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 4163g. If the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE 45

#### **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 150.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 150.6 has been provided.

#### ARTICLE 41

#### **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or delivered by CONSULTANT pursuant to this Contract collectively (Confidential Information) are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein either orally or in writing to any person or entity except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### ARTICLE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 15.45 of the Los Angeles Administrative Code, which may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### ARTICLE 4/

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employees of Consultant and/or persons working on its behalf including but not limited to consultants collectively (Contractor Personnel) while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers or members of the public collectively (In-Person Services) must be fully vaccinated against

the novel coronavirus 2019-nCoV (COVID-19). (Fully vaccinated means that 13 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Consultant shall obtain proof that such Contractor Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Contract. Consultant shall grant medical or religious exemptions (Exemptions) to Contractor Personnel as required by law. If Consultant wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Consultant shall require such Contractor Personnel to undergo weekly COVID-19 testing with the full cost of testing to be borne by Consultant. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Consultant shall immediately notify City if Contractor Personnel performing In-Person Services are tested positive for or have been diagnosed with COVID-19; they shall be informed by a medical professional that they are likely to have COVID-19 and must meet the criteria for isolation under applicable local government orders.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on \_\_\_\_\_ remains unchanged.

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

**HDR**

**By: Gregorio Estrada, P.E.**

**Title: Wastewater Market Sector Lead**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

, OLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEL N. FEUERH City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**



AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

, ENNEDYHEN, S

This Agreement entered into this 7th day of July, 2012, between the City of  
 Loudoun County, Virginia, hereinafter referred to as "CITY" and, [redacted] hereinafter referred to as  
 "CONSULTANT".

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Whereas the City of Portland, Oregon, hereinafter referred to as the "BUREAU" is the proper Manager and Controller of the CONSULTANT's performance of this Contract; and

NOWs TmEREFORes x consideration of the fore“om“ and of the (enefxu whxh w00 accrye to the vartxu hereto x carr7x“ oyt the condxtionu of thxu AJ endJ ent No. 1s Contract No. C-129645 xu here( 7 aJ ended au fo00bwu/

## DEFINITIONS

No Chan“e

## PROJECT DESCRIPTION

Article 2 where it ended in the text to read as follows:

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#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended to read as follows:

Unless otherwise provided, the term of this Contract shall be from the date of execution of this Contract and shall expire on the 7th day of June of the year stated or as provided under Article 15 or as extended by amendment to this Contract.

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

- "a) This Contract has been executed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- "b) This Contract has been approved by the City Council and/or by the Board of Directors or its duly authorized officers;
- "c) The Office of the City Attorney has indicated in writing that it is approved by the City Attorney and
- "d) This Contract has been executed on behalf of the CITY by the person designated by the City Council or by the Board of Directors or its duly authorized officers to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No Change

#### ARTICLE g

#### **COMPENSATION, INVOICING AND PAYMENT**

No Change

#### ARTICLE K

#### **SUCCESSORS AND ASSIGNS**

Article K is hereby amended to read as follows:

All of the terms and conditions and provisions hereof shall apply to the benefit of and (be binding) upon the parties hereto and their respective successors and assigns; provided that no assignment of the Contract shall be made without the written consent of the parties to this Contract as required under Article 35.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended to read as follows:

All notices shall be given in writing and shall be given by first class mail or by electronic mail to the designated contact person for each party and addressed as follows:

To the CITY/

Contact Person/

Address/

Ethan B. Wong as Executive

Director of Engineering

En: 1000 Santa Monica Drive

12000 Van Ness

Precedence Building Suite 200

Pasadena CA 91101

To CONSULTANT/

Contact Person/

Address/

Joseph Wong as President

President

1000 Santa Monica Drive

Pasadena CA 91101

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intent of the City of

ARTICLE 11

**ORDER OF PRECEDENCE**

Intent of the City of

The Contract is hereby amended to include the following Article:

ARTICLE 12

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

All titles and headings in this Contract shall be given effect for construction and shall not be deemed to affect the intent or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its plain meaning and not restricted for or against the CITY or CONSULTANT. The word )CONSULTANT here in this Contract shall include the party or parties identified in the Contract. The word shall include the word if there is more than one CONSULTANT here in the contract unless otherwise stated or otherwise indicated hereunder shall be construed and be read as of the full names



J aucy0nes or neyter “enderu uha00(e deeJ ed to xnc0yde the “enderu not yued.

The nyJ (er of orx“xna0tel tu of thxu Contract uha00(e e; ya0to the nyJ (er of the vartxu heretos one tel t (exn“ retaxned (7 each vart7. At the CITYzS ovtx0ns one or J ore addx0na0 orx“xna0tel tu of thxu Contract J a7 a0u0 (e retaxned (7 the CITY.

## ARTICLE 1"

### **KEY CONSULTANT PERSONNEL**

1".1 Un0euu otherwxue vro: x0led or avvro: ed (7 the CITYs CONSULTANT uha00yue xuown eJ v0b7eeuto verforJ the uer: x0eu deucrx(ed x thxu Contract. The CITY uha00ha: e the rx'ht to re: x0w and avvro: e an7 veruonne0 who are aux'ned to worj ynder thxu Contract. CONSULTANT a“reeu to reJ o: e veruonne0 froJ verforJ xn“ worj ynder thxu Contract xf re; yeuted to do uo (7 the CITY.

1".2 CONSULTANT wx00 deu'x'nate je7 conuy0tant veruonne0 to xJ v0eJ ent the worj on a tauj (7 tauj (auxu. A0technx0a0uvecx0utu aux'ned to each tauj ynder thxu contract uha00(e uy(lect to the ENGINEERzS avvro: a0

1". " CONSULTANT a“reeu that veruonne0aux'ned to theue vouxt0nu at the coJ J enceJ ent of uer: x0eu ynder thxu Contract uha00 uer: e xn theue vouxt0nu au 0n“ au re; yxred (7 the CITYs and CONSULTANT uha00 not chan“e veruonne0 aux'ned to theue vouxt0nu wxthoyt the conuent and avvro: a0 of the ENGINEERs vro: x0led uy ch conuent uha00not (e ynreauna( 07 wx0hhe0d.

## ARTICLE 15

### **TERMINATION**

A. TerJ xnat0n for Con: enxence

CITY J a7 terJ xmate thxu Contract for CITYzS con: enxence at an7 txJ e (7 vro: x0xn“ CONSULTANT thxt7 da7u wrxten notxe. Uvon recext of the notxe of terJ xnat0ns CONSULTANT uha00 xJ J edxate07 taj e act0n not to xncyr an7 addx0na0 o( 0x'at0nus couu or el venueus el cevt au J a7 (e neceuar7 to terJ xmate xu actx x0eu. CITY uha00 va7 CONSULTANT xu reauna(0e and a0bwa(0e couu throy“h the effectx e date of terJ xnat0n and thoue reauna(0e and neceuar7 couu xncyrred (7 CONSULTANT to effect the terJ xnat0n. Thereafters CONSULTANT uha00 ha: e no fyrther c0axJ u a“axnut CITY ynder thxu Contract. A0fxnx0hed and ynfxx0hed docyJ entu and J aterx0u vrocyrred for or vrodycyed ynder thxu Contracts xnc0ydxn“ a0 xnte0lectya0 vrovert7 rx'htu CITY xu

entitled to have (each of the CITY revert to you the date of the  
termination. CONSULTANT agrees to execute and deliver to  
necessary for CITY to perfect its interest or record CITY'S  
ownership of real estate here.

B. Termination for Breach of Contract

1. If either party fails to comply with Article 22 of CONSULTANT's failure to  
perform and of the party's breach of this Contract or to fail to  
pay the party's failure to end the term of performance of this  
Contract CITY and the CONSULTANT written notice of  
the default. CITY'S default notice will indicate whether the  
default is a breach and the party is required to cure the default  
to the satisfaction of CITY. Additionally CITY'S  
default notice shall offer CONSULTANT an opportunity to  
cure the CITY with a view to cure the defaults which have  
caused the CITY with the party is required allowed (7 CITY.  
At CITY'S discretion CITY and accept or reject  
CONSULTANT'S view. If the default cannot be cured or if  
CONSULTANT fails to cure within the period allowed (7  
CITYs then CITY and terminate this Contract due to  
CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S  
failure to pay the premium re; agreed under this  
Contract CONSULTANT shall be liable for the party's failure to  
perform and of the party's failure to pay the premium under this  
Contract for which premium was re; agreed' and '2p not to be  
Satisfied of the basis of premium co: erate and  
Consequently of the party's failure to pay the premium.  
CONSULTANT shall not recover the party's failure to pay the  
CONSULTANT is required and the party is required with  
CITY'S re; agreed.
3. If a federal or state proceeding for relief of debt is  
undertaken (7 or against CONSULTANTs or if  
CONSULTANT is a party to an action for the benefit of  
creditors then CITY and shall be liable for the  
Contract.
5. If CONSULTANT engages in any dishonest conduct related  
to the performance or administration of this Contract or  
if the CITY'S laws relating to or violate the party's  
obligations then CITY and shall be liable for the  
Contract.

4. Act of Mora0Tyrvxyde

- a. CONSULTANT uha0 xJ J edxate07 notx7 CITY xJ CONSULTANT or an7 , e7 Peruons au defned (e0ws xJ char“ed wxhs ndxcted fors con: xted ofs v0adu no0b contendere tos or forfexu (ax0or fax0u to avvear xJ coyrt for a hearx“ re0ated tosan7 act whxch conutxyteu an offenue xJ: o0 xJ“ J ora0 tyrvxyde ynder federa0s utates or 0bca0 0awu”)Act of Mora0 Tyrvxydeqrp

(. If CONSULTANT or a , e7 Peruon xJ con: xted ofs v0adu no0b contendere tos or forfexu (ax0or fax0u to avvear xJ coyrt for a hearx“ re0ated tosan Act of Mora0Tyrvxydes CITY J a7 xJ J edxate07 terJ xmate thxu Contract.

- c. If CONSULTANT or a , e7 Peruon xJ char“ed wxh or ndxcted for an Act of Mora0 Tyrvxydes CITY J a7 terJ xmate thxu Contract after vro: xlx“ CONSULTANT an ovvortynx7 to vreuent e: xlxence of CONSULTANTzS a(x0x7 to verforJ ynder the terJ u of thxu Contract.

- d. Actu of Mora0Tyrvxyde xnc0ydes (yt are not 0J xed to/ :x0ent fe0bnxu au defned (7 Pena0 Code Sectxon 66g.4s crxJ eu xJ: o0 xJ“ weavonus crxJ eu reuy0x“ xJ uerxyu (odx07 xJlyr7 or deaths uerxyu fe0bnxu au defned (7 Pena0 Code Sectxon 1192.gs and thoue crxJ eu referenced xJ the Pena0 Code and artxy0ated xJ Ca0fornxa Py(0c Reuoyrceu Code Sectxon 4165”ap’2p’ xJ addx0n to and xnc0ydx“ actu of J yrders raves uel ya0 auuay0s ro((er7s j xJnavvx“s hyJ an traffxj xJ“s vxJ vx“s : o0yntar7 J anu0ay“hters a““ra: ated auuay0s auuay0 on a veace offxers J a7heJ s frayds doJ eutx a(yues e0der07 a(yues and chx0d a(yues re“ard0euu of whether uych actu are vynxuha( 0e (7 fe0bn7 or J xideJ eanor con: xtx0n.

- e. For the vyrvoue of thxu vro: xlxons a , e7 Peruon xJ a vxncxva0 offxers or eJ v007ee auux“ned to thxu Contracts or owner ”dxrect07 or ndxrect07sthroy“h one or J ore xnterJ edxarxupof ten vercent or J ore of the :otx“ vower or e; yx7 xntereutu of CONSULTANT.

El cevt for the actx e ne“K“ence or w0ff0J xconduct of the CITYs or an7 of xtu Boardus offxcerus a“entus eJ v07eeus aux“nus and uyccuoru xntereuts CONSULTANT yndertaj eu and a“reeu to defends xndeJ nxf7 and ho0d harJ 0euu the CITY and an7 of xtu Boardus offxcerus a“entus eJ v07eeus aux“nu and uyccuoru xntereut froJ and a“axut a00uyxu and cayueu of actxons c0ax us 0ueus deJ andu and el venueus xnc0ydxn“ (yt not 0J xed tos attorne7u feeu )(oth x-hoyue and oytuxe coynue0p and cout of 0tx“atxon xnc0ydxn“ a00actya00tx“atxon coutu xncyrred ( 7 the CITYs xnc0ydxn“ ( yt not

Of and to the extent of the value and consideration paid hereunder or to be paid hereunder for any nature whatsoever for death or injury to any persons including the CONSULTANT'S employees and agents or damage or destruction of any property of either party hereto or of third parties arising in any manner (whether reason of the negligent act or error of the consultant or otherwise) in connection with the performance of this Contract (whether CONSULTANT or subconsultant of any tier. Risk and related matters are allocated to the CITY under this provision: the parties agree that the provisions of this Contract and those allowed under the laws of the United States, the State of California and the CITY. The provisions of Article 16 shall govern in the event of a conflict with this Contract.

## 16.2 Insurance

During the term of this Contract and throughout the term, the CONSULTANT shall indemnify and hold the CITY's CONSULTANT harmless and shall maintain at its own expense a provision of insurance hereinafter described and shall carry and act accordingly (whether CONSULTANTs (whether not less than the amount and terms stated on the Required Insurance and Maximum per Loss shall meet the following: Gen 156 shall be held heretofore; the overpayment hereunder. Such insurance shall conform to CITY requirements; the entire amount (whether whether Charters ordinance or provisions shall comply with the Insurance Contract; the entire "For General" shall be held heretofore and shall otherwise (whether for acceptance to the Office of the Chief Administrative Officers shall be held. CONSULTANT shall comply with all Insurance Contract; the entire amount shall be held heretofore. The entire amount shall be held (whether incorporated (whether reference and shall be a part of this Contract.

## ARTICLE 1g

## **INDEPENDENT CONTRACTORS**

CONSULTANT shall act hereunder as an independent consultant and not as an agent or employee of the CITY. CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers or partners as an employee or agent of the CITY.

## ARTICLE 1K

## **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

1K1 CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced and on the basis of the CONSULTANT'S professional duties the value or cost of the work under the value or cost of the execution.

1K2 CONSULTANT shall be responsible for the professional; professional technical accuracy of the data and the coordination of all drawings and specifications and



other user: user furnished (7 CONSULTANT under this Contract. CONSULTANT shall at no additional cost to CITY's correct or re: the and errors of the drawings or other documents in the drawings drawn "as uvecxcatxonus revertus caly (atxonus and other user: user.

1K" The CONSULTANT shall el h(xt vover vroveuona0kyd "J ent in the use of inforJ atxon furnished (7 CITY in Article 5. In the event that uaxd inforJ atxon is not delivered to J e07 or that it is delivered to (e incorrect or J uleadn "s CONSULTANT w00notx7 the CITY in a reasonable J anner after the delivery of such tardneui or incorrect or J uleadn " inforJ atxon and vroJ vt07 J aj e a deterJ natxon of the cost and uchedy0e xJ vact on this Contracts au we0 au recoJ J endatxonu for the correction of such incorrect or J uleadn " inforJ atxon.

1K5 CONSULTANT shall verforJ such vroveuona0user: user au J a7 (e neceuar7 to accoJ v0u the work re; yxed to (e verforJ ed under this Contract in accordance with this Contract.

1K4 El cevt au uvecxfed in Article 16 and au otherwue vro: xled in this Contracts the CONSULTANT shall (e and uha0reJ an 0a(0es in accordance with avv0ca(0e laws for a0 daJ a "eu to CITY payed (7 CONSULTANT'S ne "0kent verforJ ance of and of the user: user furnished under this Contracts el cevt for errors of the drawings or other documents to the extent attr(yta(0e to CITY's CITY-furnished data or and third part7.

## ARTICLE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 Ownership of Data and License**

19.1.1 Unless otherwise vro: xled for herein a0 Work Product orx "nated and vrevared (7 CONSULTANT or the user( conuy0antu of and t(xer under this Contract shall (e and reJ an the el c0yux e vrovert7 of the CITY for the use in and J anner it deeJ u avvrovrate. Work Product are a0 work us tan "x(0e or not created under this Contract mcyd n "s wxthoyt 0J natxons docyJ entusJ aterx0e data revertus J any0is uvecxcatxonus artwork s drawn "us ujetcheus coJ vyer vro "raJ u and data(aueus ucheJ atxus photo "ravhus : xleo and aydx0: xya0 recordn "us uoynd recordn "us J arj us 0b "ous "ravhx0e drawings noteus we( uxeus doJ an naJ eus in: entxonus vroveueus forJ y0au J atteru and coJ ( natxonu thereof and a0forJ u of nte0lectya0vrovert7. CONSULTANT here(7 auu "nus and a "reeu to auu "ns a0

“oods cov7rhts tradeJ arj s vatents trade ucret and a0 other nte0ectya0 vrovert7 rhtu wor0dwe n an7 Worj Prodyctu orxhtated and vrevared (7 CONSULTANT ynder thxu Contract. CONSULTANT fyrther a“reeu to el ecyte an7 docyJ entu neceuar7 for the CITY to verfects J eJ orx03es or record the CITYzS owneruhw of rhtu vro: xled heren.

19.1.2 Wxh re“ard to the (auxu for deu“n caly0atxonu and en“neerx“ noteusych data uha0(e vro: xled to the CITY x n ap hard co: er vout (nder“ups avvrovrate07 xdel eds on thxn M70ar utocj or “ood ; ya07 vaver uatufactor7 for revrodyctxon.

19.1." For a0 Worj Prodyctu de0k ered to the CITY that are not orxhtated or vrevared (7 CONSULTANT or xu uy( conuy0antu of an7 txx ynder thxu Contracts CONSULTANT here(7 “rantu a non-el c0yx e vervetya00cenu to yue yych Worj Prodyctu for an7 CITY vyrvoueu.

19.1.5 CONSULTANT uha0 not vro: xde or dx00ue an7 Worj Prodyctu to an7 thxd vart7 wxhoyt vx0r wx0ten conuent of the CITY.

19.1.4 A0 docyJ entus xforJ atxon and vre-el x0xn“ J aterx0u vro: xled (7 CITY to CONSULTANT and xu uy( conuy0antu arx0n“ oyt of or related to thxu Contract uha0 reJ axn the vrovert7 of the CITY. The CONSULTANT J a7 not yues dx0x(yte or otherwxu J aj e vy( 0c xn an7 J annersexher for vrofx or not for vrofxs an7 of the xforJ atxons docyJ entatxons or vrocedyreude: e0ved for the CITY hereynder wxhoyt the vx0r wx0ten conuent of the CITY. CONSULTANT fyrther a“reeu to el ecyte an7 docyJ entu neceuar7 for the CITY to verfects J eJ orx03es or record the CITYzS owneruhw of rhtu.

19.1.6 An7 uy( contract entered xnto (7 CONSULTANT re0atxn“ to thxu Contracts to the el tent a00wed hereynders uha0xc0yde a 0j e vro: x00n for worj to (e verforJ ed ynder thxu Contract to contractya007 (nd or otherwxu o( 0k“e xu uy( conuy0antu verforJ xn“ worj ynder thxu Contract yych that the CITYzS owneruhw and 0cenu rhtu of a0 Worj Prodyctu are vreuer: ed and vroctected au xtended heren. Fax0yre of CONSULTANT to coJ v07 wxh thxu re; yxreJ ent or to o(taxn the coJ v0ance of xu

uy(conuy0tantu w7th uy ch o(0'at0nu uha00 uy(lect  
CONSULTANT to the xJ vou7xon of an7 and a00uact0nu  
a00wed (7 0aws 7nc0ydn" (yt not 0J 7ed to terJ 7at0n of  
CONSULTANTzS Contract w7th the CITY.

19.1.g CONSULTANT a"reeu that a  
J onetar7 reJ ed7 for (reach of th7u Contract J a7 (e  
7nade; yates xJ v7act7ca(0es or d7ff7y0 to vro: e and that a  
(reach J a7 cayue CITY 77revara(0e harJ . CITY J a7  
therefore enforce th7u re; y7reJ ent (7 ueej 7n" 77kynct7 e  
re0ef and uvec7f7c verforJ ances w7thoyt an7 neceuu7 of  
uhow7n" actya0 daJ a"e or 77revara(0e harJ . Seej 7n"  
77kynct7 e re0ef or uvec7f7c verforJ ance doe7 not v7ec0yde  
CITY froJ ueej 7n" or o(7ax7n7n" an7 other re0ef to wh7ch  
CITY J a7 (e ent70ed.

## 19.2 Inte00ectya0Provert7 Warrant7

19.2.1 CONSULTANT rev7euentu  
and warrantu that 7u verforJ ance of a00 o(0'at0nu ynder  
th7u Contract doe7 not 77fr7n"e 7n an7 wa7s d7rect07 or  
contr7(ytor7s yvon an7 th7d vart7zu 7nte00ectya0 vrovert7  
rx'htus 7nc0ydn"s w7thoyt 0J 7at0ns vatentus cov7rx'htus  
tradeJ arj us trade uecretus rx'htu of vy(0cx7 and vrovr7etar7  
77forJ at0n.

## 19." Inte00ectya0Provert7 IndeJ 77f7cat0n

19.".1 CONSULTANTs at 7u own  
el venues yndertaj eu and a"reeu to defends 7ndeJ 77f7s and  
ho0d harJ 0euu the CITYs and an7 of 7u Boardus off7cerus  
a"entus eJ v0b7eeus au77"nus and uyccuuoru 7n 7ntereut froJ  
and a"axut a00 uy7u and cayueu of act0ns c0ax7 us 0uuus  
deJ andu and el venues 7nc0ydn" (yt not 0J 7ed tos  
attorne7zu feeu"(oth 7n-hoyue and oyt7de coynue0p and cout  
of 07x'at0n "7nc0ydn" a00 actya007x'at0n coutu 77cyrrred (7  
the CITYs 7nc0ydn" (yt not 0J 7ed tos coutu of el vertu and  
conuy0tantups daJ a"eu or 0a(707 of an7 natyre whatuoe: er  
ar77n" oyt of the 77fr7n"eJ ents actya0 or a00e"eds d7rect or  
contr7(ytor7s of an7 7nte00ectya0 vrovert7 rx'htus 7nc0ydn"s  
w7thoyt 0J 7at0ns vatentus cov7rx'htus tradeJ arj us trade  
uecretus rx'htu of vy(0cx7 and vrovr7etar7 77forJ at0n "lpon  
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Contract' or '2pau a reuyt of the CITYzS actya0or ntended yue of an7 Worj Prodyct fynxhed ( 7 CONSULTANTs or xuy( conuytantu of an7 tærsynder the Contract. Ræ'htu and reJ edæu a: axa( 0e to the CITY ynder thxu vro: xæon are cyJ y0atx e of thoue vro: xded for e0æwhere x thxu Contract and thoue a00wed ynder the 0awu of the Unæted Stateus the State of Ca0ornæas and the CITY. The vro: xæonu of **Article 19** uha00uyr: x e el vxætæn or terJ xætæn of thxu Contract.

19."2 In CONSULTANTzS defenue of the CITY defendantus ne"otætæns coJ vroJ xæes and uett0eJ ent of an7 uy ch æfræ"æJ ent actæns the Lou An"e0æu Cæ7 Attorne7zu Offæe uha00retæx dæcretæn x and contro0 of the 0æx'atæns ne"otætæns coJ vroJ xæes uett0eJ ents and avvea0u therefroJ s au re; yæed ( 7 the Lou An"e0æu Cæ7 Charters vartæy0ar07 Artæ0e IIs Sectænu 2g1s 2g2 and 2g" thereof.

19"." Where an7 Worj Prodyct fynxhed ( 7 CONSULTANT æap( ecoJ eu the uy( læct of an actæns æ(p æu adkydæcated au æfræ"æ" a thærd vart7zu Inte0æctya0 Provert7 ræ'hts or æcp hau æu yue en0æned or 0æenue terJ xated' CONSULTANT uha0æ wæth the CITYzS conuents do one of the fo00wæx" æJ J edææte07. CONSULTANT uha00at æu el venue æther/

æp vrocyre for the CITY the ræ'ht or 0æenue to contænye yuæ"æ the Worj Prodyct' or

æp rev0æce the Worj Prodyct wæth a fynctæna007 e; yæ æ0ents non-æfræ"æ" vrodyct.

El ærcæe of an7 of the æ(o: e-J entæned ovtæonu uha00 not cayue yndye ( yuææu ænterryvtæn to the CITY or dæJ æææh the æntended (enefætu and yue of the Worj Prodyct ( 7 the CITY ynder thxu Contract.

## ARTICLE 2b

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Un0æu otherwæe el eJ vts thxu Contract æu uy( læct to the avv0æa( 0e non-dæærxæ æætæonse; ya0( enefæuse; ya0eJ v0b7J ent vractææus and æffæJ ætx e actæn vro"ææJ vro: ææonu æ LAAC Sectæn 1b. Ket ue; .s au æJ ended froJ tæJ e to tæJ e.

A. CONSULTANT uha00 coJ v07 w3th the avv0ca(0e non-d3icrJ mat3on and aff3J atx e act3on vro: 330nu of the 0awu of the Un3ed Stateu of AJ er3cas the State of Ca00forn3as and CITY. In verforJ 33“ th3u Contracts CONSULTANT uha00not d3icrJ 33ate 33 an7 of 33u h33333“ or eJ v0b7J ent vract33eu a“a3ut an7 eJ v0b7ee or avv0cant for eJ v0b7J ent (ecayue of uych veruonzu races co0brs re0K“3ons nat3ona0 or3“3ns anceutr7s uel s uel ya0 or3entat3ons “3enders “3ender 3dent37s a“es d33a(3337s doJ eut33 vartner utatyus J ar33a0 utatyu or J ed33a0cond33on.

B. The re; y3eJ entu of Sect3on 1b.K2.1 of the LAACs the E; ya0 Benef3u Ord3nances and the vro: 330nu of Sect3on 1b.K2.1”fp are 33corvored and J ade a vart of th3u Contract (7 reference.

C. The vro: 330nu of Sect3on 1b.K" of the LAAC are 33corvored and J ade a vart of th3u Contract (7 reference and w300(e j nown au the )E; ya0EJ v0b7J ent Pract33euq vro: 330nu of th3u Contract.

D. The vro: 330nu of Sect3on 1b.K5 of the LAAC are 33corvored and J ade a vart of th3u Contract (7 reference and w300(e j nown au the )Aff3J atx e Act3on Pro“raJ q vro: 330nu of th3u Contract.

An7 uy( contract entered 33to (7 CONSULTANT for worj to (e verforJ ed ynder th3u Contract J yut 33c0yde an 33ent33a0vro: 330nu

## ARTICLE 21

## **BUSINESS INCLUSION PROGRAM**

CONSULTANT a“reeu and o(0K“ateu 33ue0f to yt303e the uer: 33eu of M33or37 By33333u Entervr33e ”MBE3s WoJ en By33333u Entervr33e ”WBE3s SJ a00 By33333u Entervr33e ”SBE3s EJ er“33“ By33333u Entervr33e ”EBE3s D33a(0ed Veteran By33333u Entervr33e ”DVB3s and Other By33333u Entervr33e ”OB3p f3J u on a 0e: e0 uo deu3“nated 33 33u vrovoua0 CONSULTANT cert3333u that 33 hau coJ v0ed w3th the By33333u Inc0yuxon Pro“raJ oytreach re; y3eJ entu of Ma7ora0El ecytx e D3rect3 e 15s wh33 33 33c0yded au AttachJ ent g to the Re; yeut for Qya0f3cat3onu. CONSULTANT uha00not chan“e an7 of the deu3“nated uy( conuy0antu or redyce the33 0e: e0 of effort w3thoyt vr333r wr33ten avvro: a0 of the CITY vro: 33ed that uych avvro: a0w300not (e ynreauna(07 w3thhe0d.

CONSULTANT hau uy(J 33ted the L33t of Potent33a0 MBE3WBE33BE3EBE3DVB3E30BE Sy( conuy0antu (**Exhibit C – Schedule A**) a03n“ w3th the33 vrovoua0 At the t3J e a uvec3f3c tauj worj order 33 au33“ned to the conuy0ants the conuy0ant J yut uy(J 33 the Tauj Worj Order L33t of Sy( conuy0antu (**Exhibit C - Schedule B**). Dyr333“ the terJ of the



contracts the CONSULTANT J yut uy(J xt the MBEWBEISBEHEBEHDVBEIOBE Utx03atxon Prof0e (Exhibit C - Schedule C) when uy(J xt0n“ an 0n: oxe to the Cx7. Uvon el vxratxon or terJ 0natxon of the contracts a uyJ J ar7 of theue recordu uha00(e vrevared on the 8F0na0Sy(conuy0t0n“ Revort8 forJ (Exhibit C - Schedule D) and cert0xed correct (7 the CONSULTANT or 0u aythor0ed revreuentatx e. The coJ v0eted forJ uha00(e fyryn0hed to the CITY wxth0n 14 worj 0n“ da7u after el vxratxon or terJ 0natxon of the contract.

CONSULTANT a“reeu and o(0K“ateu 0ue0f to yt003e the uer: 0ueu of M0nor07sWoJ ensSJ a00sEJ er“0n“sD00a( 0ed Veteransand Other By00neuu Entervr0ue ’MBEWBEISBEHEBEHDVBEIOBEp fxJ u on a 0e: e0 uo deu0nated 0n 0u vrova00s0f an7. The CITY hau0et ant0x0vated vart0x0vatxon 0e: e0u of 1K% MBEs 5% WBEs 24% SBEs K% EBEs and "% DVBE.

## ARTICLE 22

### **EXCUSABLE DELAYS**

Nexther vart7 uha00(e 0a( 0e for 0ude0a7 or fax0yre to verforJ an7 o( 0K“atxon ynder and 0n accordance wxth th0u Contracts0f the de0a7 or fax0yre ar0ueu oyt of fx0eus f0bodus earth; yaj0eus ev0deJ 0cus ; yarant0ne reutr0xt0nus other natyra0occyrrenceus utrj0eus 0bcj oytu ’other than a 0bcj oyt (7 the vart7 or an7 of the vart7’u Sy(conuy0tantups frex“ht eJ (ar“o0eus terror0ut actus 0uyrrect0onu or other cx 00 d0uty( anceus or other u00 00ar e: entu to thoue deucr0ed a( o: es (yt 0n each caue the de0a7 or fax0yre to verforJ J yut (e (e7ond the contro0and wxthoyt an7 fay0t or ne“0K“ence of the vart7 de0a7ed or fax0n“ to verforJ ’theue e: entu are referred to 0n th0u vro: 000n au8Force Makeyre E: entu8p

Notwxthutand0n“ the fore“o0n“s a de0a7 or fax0yre to verforJ (7 a Sy(conuy0tant of CONSULTANT uha00 not conut0yte a Force Makeyre E: entsyn00uu the de0a7 or fax0yre ar0ueu oyt of cayueu (e7ond the contro0of (oth CONSULTANT and Sy(conuy0tants and wxthoyt an7 fay0t or ne“0K“ence of 0xther of theJ . In uych caues CONSULTANT uha00 not (e 0a( 0e for the de0a7 or fax0yre to verforJ syn00uu the “oodu or uer: 0ueu to (e fyryn0hed (7 the Sy(conuy0tant were o(tax0a( 0e froJ other uoyrceu 0n uyff0x0ent tx0 e to verJ 0 CONSULTANT to verforJ tx0 e07. Au0yed 0n th0u Contracts the terJ 8Sy(conuy0tant8 J eanu a uy( conuy0tant at an7 t0er.

In the e: ent CONSULTANTzS de0a7 or fax0yre to verforJ ar0ueu oyt of a Force Makeyre E: ents CONSULTANT a“reeu to yue coJ J erc0a007 reauna( 0e (eut effortu to o(tax0n the “oodu or uer: 0ueu froJ other uoyrceus and to otherwx0ue J 0x“ate the daJ a“0eu and redyce the de0a7 cayued (7 the Force Makeyre E: ent.

## ARTICLE 22

### **SEVERABILITY**

Shoy0d an7 vortxon of thxu Contract (e deterJ med to (e :oxd or ynenforcea(0es uyeh uha0(0e ue: ered froJ the who0e and the Contract wx00 contnye auJ odufmed.

## ARTICLE 25

### **DISPUTES**

Shoy0d a dxyvte or contro: eru7 arxe concernxn“ vro: x00nu of thxu Contract or the verforJ ance of worj hereynders the vartxeu J a7 e0ect to uy( J x uyeh to a coyrt of coJ vetent kyrudxtxon.

## ARTICLE 24

### **ENTIRE CONTRACT**

Thxu Contract uetu forth a00of the rx“htu and dytxeu of the vartxeu wxh reuvect to the uy( lect J atter hereofs and rev0aceu an7 and a0vre: xoyu Contractu or ynderutandxn“us whether wx0ten or ora0re0atxn“ thereto. Thxu Contract J a7 (e aJ ended on07 au vro: x0ed for xn Artxc0e 14 hereof.

## ARTICLE 26

### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each vart7'u verforJ ance hereynder uha00coJ v07 wxh a0avv0ca(0e 0awu of the Unx0ed Stateu of AJ erxas the State of Ca0fornxas and the CITY'S xnc0ydxn“ (yt not 0J x0ed tos 0awu re“ardxn“ hea0th and uafet7s 0a(or and eJ v0b7J ents wa“e and hoyru and 0cenuxn“ 0awu whxch affect eJ v0b7eeu. Thxu Contract uha00(e enforced and xntervreted ynder the 0awu of the State of Ca0fornxa wxthoyt re“ard to conf0ct of 0aw vxncxv0eu. CONSULTANT uha00 coJ v07 wxh news aJ endeds or re: x0ed 0awus re“y0atxonus andH0r vrocedyreu that avv07 to the verforJ ance of thxu Contract.

In an7 actxon arxn“ oyt of thxu Contracts CONSULTANT conuentu to veruona0kyruxdxtxons and a“reeu to (rxn“ a00 uyeh actxonus el c0yux e07 xn utate or federa0coyrtu 0cated xn Lou An“e0eu

If an7 varts terJ or vro: x00n of thxu Contract xu he0d :oxds x0e“a0s ynenforcea(0es or xn conf0ct wxh an7 0aw of a federa0s utate or 0ca0 “o: ernJ ent ha: xn“ kyrudxtxon o: er thxu Contracts the :a0dx7 of the reJ axn“xn“ vartus terJ u or vro: x00nu of the Contract uha00not (e affected there(7.

## ARTICLE 2g

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If avv0ca(0es CONSULTANT revreuentu that x hau o( taxmed and vreuent07 ho0du the Byxneuu Tal Re“x0ratxon Certxfxcate”upre; yx0ed (7 the CITY'S Byxneuu Tal Ordxnances Section 21.bb *et seq.* of the Lou An“e0eu

Mynxxva0 Code. For the terJ co: ered ( 7 thxu Contracts CONSULTANT uha00 J axtaxns or o( taxn au neceuar7s a00 uych Certxfcateu re; yxed of x ynder the Byuueuu Tal Ordmances and uha00 not a00bw an7 uych Certxfcate to ( e re: oj ed or uyuvended.

## ARTICLE 2K

### **BONDS**

A00 ( ondu re; yxed ( 7 CITY uha00 ( e f0ed wxh the Offce of the Cx7 AdJ xuxratx e Offcers Rxi j Mana“eJ ent for xure: xw and acceptance x accordance wxh Lou An“e0eu AdJ xuxratx e Code ")LAACqp Sectxonu 11.5g et ue; .sau aJ ended froJ txJ e to txJ e.

## ARTICLE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

Thxu Contract xuy( lect to the Chx0d Syvvort Auux“nJ ent Orderu Ordmances Sectxon 1b.1b of the Lou An“e0eu AdJ xuxratx e Codes au aJ ended froJ txJ e to txJ e. CONSULTANT xure; yxed to coJ v0ete a Certxfcatxon of CoJ v0ance wxh Chx0d Syvvort O(0“atxonu whxh x attached hereto au **Exhibit E** and xncorvored herexn ( 7 thxu reference. Pyruyant to the Chx0d Syvvort Auux“nJ ent Orderu Ordmances CONSULTANT wx00fy007 coJ v07 wxh a00avv0ca( 0e utate and federa0eJ v0b7J ent revortx“ re; yxeJ entu for CONSULTANTzS eJ v0b7eeu. CONSULTANT uha00 a00o certxf7 ”1p that the vrxncxva0 owner”up of CONSULTANT xurep x coJ v0ance wxh an7 Wa“e and Earnxnu Auux“nJ ent Orderu and Notxceu of Auux“nJ ent avv0ca( 0e to theJ veruona007 ”2p that CONSULTANT wx00fy007 coJ v07 wxh a00awfy007 uer: ed Wa“e and Earnxnu Auux“nJ ent Orderu and Notxceu of Auux“nJ ent x accordance wxh Sectxon 42"bs *et seq.* of the Ca0fornxa FaJ x07 Code’ and ”p that CONSULTANT wx00J axtaxn uych coJ v0ance throy“hojt the terJ of thxu Contract.

Pyruyant to Sectxon 1b.1b”(p of the Lou An“e0eu AdJ xuxratx e Codes fax0yre of CONSULTANT to coJ v07 wxh a00 avv0ca( 0e revortx“ re; yxeJ entu or to xJ v0eJ ent 0awfy007 uer: ed Wa“e and Earnxnu Auux“nJ ent Orderu and Notxceu of Auux“nJ ents or the fax0yre of an7 vrxncxva0 owner”up of CONSULTANT to coJ v07 wxh an7 Wa“e and Earnxnu Auux“nJ ent Orderu or Notxceu of Auux“nJ ent avv0ca( 0e to theJ veruona007s uha00 conutxte a defay0 ( 7 the CONSULTANT ynder thxu Contracts uy(lectxnu thxu Contract to terJ xnatxon xf uych defay0 uha00 contxnye for J ore than nxnet7 ”9bp da7u after notxce of uych defay0 to CONSULTANT ( 7 the CITY.

An7 uy( contract entered xnto ( 7 CONSULTANTs to the el tent a00bwed hereynders uha00 xnc0yde a 0xj e vro: xuxon for worj to ( e verforJ ed ynder thxu Contract. Fax0yre of CONSULTANT to o( taxn coJ v0ance of xu uy( conuy0tantu uha00 conutxte a defay0 ( 7 CONSULTANT ynder thxu Contracts uy(lectxnu thxu Contract to terJ xnatxon where uych defay0 uha00

continue for more than ninety (90) days after notice of such default to CONSULTANT (the CITY).

CONSULTANT certifies that to the best of its knowledge as of the date of the contract with the Earned Wage Order of the City of Los Angeles and its provisions, the nature of the new wage order to the New Mexico Reauthorized Jantamed (the EJVO) is: the new wage order is the new wage order for the EJVO (the EJVO) of the California Payroll Contract Code.

## ARTICLE "b

### **LIVING WAGE ORDINANCE**

CONSULTANT understands and agrees with the Los Angeles Wage Ordinances LAAC Section 1b." It is agreed that the new wage order is the new wage order for the EJVO (the EJVO) of the California Payroll Contract Code.

## ARTICLE "1

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT understands and agrees with the Service Contractor Worker Retention Ordinances LAAC Section 1b." It is agreed that the new wage order is the new wage order for the EJVO (the EJVO) of the California Payroll Contract Code.

## ARTICLE "2

### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that/

- A. CONSULTANT understands and agrees with the American with Disabilities Act and the Rehabilitation Act of 1973's and the Fair Housing Act and the Americans with Disabilities Act and the California Government Code Section 111.4'
- B. CONSULTANT understands and agrees that on the basis of the new wage order or on the basis of a verifiable relationship to the new wage order who has a disability'
- C. CONSULTANT understands and agrees that the new wage order is the new wage order for the EJVO (the EJVO) of the California Payroll Contract Code.
- D. Construction work (as defined in accordance with the Unfair

Federal Acquisition and Standardization Regulations 25 C.F.R. Part 5b' and

- E. The (you) and facilities used to provide services under this Contract are in compliance with the federal and state standards for acquisition and set forth in the 2b1b ADA Standards Catalogue Title 25s Chapter 11s or other applicable federal and state law.

CONSULTANT understands that CITY requires you to execute certification and representation as a condition to funding this Contract. Any contract entered into by CONSULTANT for work to be performed under this Contract must include an acknowledgment.

#### ARTICLE "3"

#### **WAIVER**

A waiver of a default of any part thereof or violation of this Contract shall not be construed as a waiver of any subsequent default or as a waiver of the part thereof or violation thereof. A subsequent performance after the other part thereof shall not be construed as a waiver of that default.

#### ARTICLE "5"

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT shall not synthesize or fabricate the written work of the CITY/

"ap Assignment or otherwise allocate any of its rights under this Contract to any other person or entity.

"(p Delegation of contracts or otherwise transfer any of its duties under this Contract.

#### ARTICLE "4"

#### **PERMITS**

CONSULTANT and its director or officer shall be responsible for obtaining and maintaining all permits required hereunder and for the cost and payment of all fees and other charges for the same. CONSULTANT shall be responsible for obtaining and maintaining all permits required hereunder and for the cost and payment of all fees and other charges for the same.

#### ARTICLE "6"

#### **CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall be responsible for the cost of labor and materials used in the performance of this Contract and for the cost of labor and materials used in the performance of this Contract.



Unless otherwise elected by the Contract undered at \$1bbbbb or Jure and requested by the City of (7 an elected CITY offices CONSULTANTs CONSULTANTs volunteered and CONSULTANTs Sy(nergistic elected to receive at least \$1bbbbb for verformance under the Contracts and the volunteered of the Sy(nergistic the ) Reulated Peruonuo quia colloquium with Charter Section 5b"cp"12p and LAMC Section 59.g."4. Fore to colloquium entery CITY to terminate this Contract and to volunteer all all (under all eded. Charter Section 5b"cp"12p and LAMC Section 59.g."4 On the all of the Reulated Peruonuo to Jure call volunteer control you and engage in fyndram for certain elected CITY offices

or candidate for elected CITY office for two (2) years after the Contract is executed. Additionally, a CONSULTANT subject to Charter Section 5g"cp"12p is required to comply with disclosure requirements (7 subject to the provisions of that for the above (7 law. Any CONSULTANT subject to Charter Section 5g"cp"12p shall include the following: notice in any contract with any Supplier elected to receive a flat fee \$100,000 for services under the Contract/

)Notice Regarding Reconciliation on California Contract and Fynderman in C7 Election

You are a subject on C7 of Lou An"e" Contract #\_\_\_\_\_. Pursuant to the C7 of Lou An"e" Charter Section 5g"cp"12p and related ordinances, you and your representatives are hereby notified from the California Contract to and fynderman for certain elected C7 of Lou An"e" CITY officials and candidate for elected CITY office for two (2) years after the CITY contract is executed. You are required to provide the necessary and contact information of your representatives to the CONSULTANT and to advise that information within ten (10) business days of the change of the two (2) years of the term. Failure to comply with the provisions of the Contract and any other applicable laws shall be a breach of the Contract. Information about the reconciliation of the (7 found on the website at ethiopia.org or (7 call the Lou An"e" C7 Ethics Committee at 212-961-1966.

## ARTICLE 52

### **FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance LAAC Section 1b.55 et seq. as amended from time to time. Any contract entered into (7 CONSULTANT for work to be performed under the Contract shall include an acknowledgment of the same.

## ARTICLE 5"

### **IRAN CONTRACTING ACT**

In accordance with California Penal Code Section 22bb-22bKs, all (7 subject to provisions for entering into or renewing contracts with the C7 of Lou An"e" for "goods and services" shall be at \$100,000 or more are required to comply with the provisions of the Iran Contracting Act of 2011 Civil Service Act: etc.

## ARTICLE 55

### **SUSPENSION**

At CITY'S sole discretion, CITY may suspend any or all services provided under the Contract (7 provided that the CONSULTANT with written notice of suspension. Upon receipt of the notice of suspension, the CONSULTANT shall immediately cease the services provided and shall not incur any additional costs (7 actions out of the venue to CITY until CITY "x" the written notice to

## ARTICLE 54

A. CONSULTANT uha00 vrotects yuxn“ the J out uecyre J eanu and techno0“7 that x1 coJ J ercx007 a: ax0h (0es CITY-vro: xled data or conuyJ er-vro: xled data ac; yxred x1 the coyruie and ucove of thux Contracts xnc0ydxn“ (yt not 00J xed to cyutoJ er 0utu and cyutoJ er credx card or conuyJ er datas “co0lectx e0/s the )Cx7 Dataqp CONSULTANT uha00notx7 CITY x1 wrx0n“ auuoon au reauna( 07 feaux 0es and x1 an7 e: ent wxthx1 twent7-foyr hoyrus of CONSULTANTzS dxico: er7 or reauna(0e (e0ef of an7 ynaythorx0ed acceuu of Cx7 Data “a )Data Breachqps or of an7 xncx0ent affectx1“sor votentx007 affectx1“ Cx7 Data re0ated to c7( er uecyrx7 “a )Secyrx7 Incx0entqps xnc0ydxn“s (yt not 00J xed tosdenx0 of uer: x0e attacj s and u7uteJ oyta“es x1uta( x07 or de“radatx0n dye to coJ vyter J a0ware or :xyu. CONSULTANT uha00 (e“x1 reJ edxatx0n xJ J edxate07. CONSULTANT uha00 vro: xle dax07 yvdateusor J ore fre; yent07 xfre; yxred (7 CITYsre“ardx1“ f1ndx1“u and actx0nu verforJ ed (7 CONSULTANT yntx0the Data Breach or Secyrx7 Incx0ent hau (een effectx e07 reuo0 ed to CITYzS uatx1factx0n. CONSULTANT uha00condyct an x1: eutx“atx0n of the Data Breach or Secyrx7 Incx0ent and uha00uhare the revort of the x1: eutx“atx0n wxth CITY. At CITYzS uo0e dx1cretx0ns CITY and x1u aythorx0ed a“entu uha00ha: e the rx“ht to 0e ad or vartx0xvate x1 the x1: eutx“atx0n. CONSULTANT uha00cooverate fy007 wxth CITYs x1u a“entu and 0aw enforceJ ent.

B. If CITY sues (or is sued) for an Data Breach or Security Incidents then CONSULTANT shall defend and hold harmless CITY and defend a "mutual" action.

## ARTICLE 56

## CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONSULTANT who with the Contractor Use of Contractor's for Consideration of EJ ent Avvocationu Ordinances LAAC Section 1b.5K et ue; s au aJ ended froJ tJ e to tJ e. An7 uy( contract entered into (7 CONSULTANT for worj to (e verforJ ed ynder thuj Contract J yut mc0yde an xdentca0vro: xxon.

## ARTICLE 5g

## LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT

Notwithstanding any other provision of the Contracts and Orders and all hereto or attached instruments incorporated therein and in order for CITY to comply with

that "other" be a0re; yreJ entus CITY uha0ha: e no o( 0'atxon to J aj e an7 va7J entu to CONSULTANT yn0eu CITY uha0ha: e frut J ade an avvrovratxon of fyndu e; ya0to or n el ceu of x0 o( 0'atxon to J aj e an7 va7J entu au vro: xded n thx Contract. CONSULTANT a'reeu that an7 uer: xeu vro: xded ( 7 CONSULTANTsvyrchaeuJ ade ( 7 CONSULTANT or el venueu ncyrred ( 7 CONSULTANT n el ceu of the avvrovratxon"up uha0( e free and wthoyt char'e to CITY and CITY uha0ha: e no o( 0'atxon to va7 for the uer: xeus vyrchaeu or el venueu. CONSULTANT uha0ha: e no o( 0'atxon to vro: xde an7 uer: xeus vro: xde an7 e; yxvJ ent or ncyr an7 el venueu n el ceu of the avvrovrated aJ oynt"up ynt0CITY avvrovratxu addx0na0fyndu for thx Contract.

## ARTICLE 5K

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

CONSULTANT uha0coJ v07 wth a0xlentx7 theft 0awu nc0ydxn" wthoyt 0J matxns 0awu related to/ "1p va7J ent de: xeu' "2p credx and de(x card frayd' and "p the Fax and Accyrate Credx Tranuactxonu Act ")FACTAqps nc0ydxn" x0 re; yreJ ent re0atn" to the content of tranuactxon recextu vro: xded to CyutoJ eru. CONSULTANT a0u uha0 coJ v07 wth a0 re; yreJ entu related to J axntaxn" coJ v0ance wth Pa7J ent Card Indyutr7 Data Secyrx7 Standardu")PCI DSSqp Dyrn" the verforJ ance of an7 uer: xe to xuta0s vro"raJ or yvdate va7J ent de: xeu e; yxved to condyct credx or de(x card tranuactxonus nc0ydxn" PCI DSS uer: xeus CONSULTANT uha0: erx7 vrover tryncatxon of recextu n coJ v0ance wth FACTA.

## ARTICLE 59

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

Ca0fornx Py(0c Reuoyrceu Code Sectxon 4165 vrohx x0 a vy(0c a"enc7 froJ hxn" a veruon for eJ v0b7J ent or au a : o0ynteer to verforJ uer: xeu at an7 varj sv0a7"royndsor coJ J ynx7 center yued for recreatxona0vyrvoueu n a voux0n that hau uyver: x0r7 or dxux0nar7 aythorx7 o: er an7 J xors x the veruon hau( een con: xted of certxn crxJ eu au referenced n the Pena0 Code and artxy0ated n Ca0fornx Py(0c Reuoyrceu Code Sectxon 4165"ap"2p

If avv0ca(0es CONSULTANT uha0 coJ v07 wth Ca0fornx Py(0c Reuoyrceu Code Sectxon 4165s and uha0addx0na007 adhere to a0ry0eu and re"y0atxonu that ha: e (een adovted or that J a7 (e adovted ( 7 CITY. CONSULTANT x0 re; yxed to ha: e a0 eJ v0b7eeus : o0ynteeru and Sy(conuy0antu "nc0ydxn" a0 eJ v0b7eeu and : o0ynteeru of an7 Sy(conuy0antp of CONSULTANT worj n" on vreJ x0u to vauu a fn"ervrnt and (acj "roynd checj throy"h the Ca0fornx DevartJ ent of iyutxe at CONSULTANTzS u00e el venues ndxcatn" that uyeh ndx xlyau

has been entered (been contracted of certain criteria) as referenced in the Penal Code and articulated in California Penal Code Section 4165.2 as of the index shall have the power or discretion to authorize or enter an order.

#### ARTICLE 4b

#### **POSSESSORY INTERESTS TAX**

Requester granted to CONSULTANT (CITY) to create a voluntary interest. CONSULTANT agrees that any voluntary interest created by (the subject to California Revenue and Taxation Code Section 1bg.6 and a voluntary tax by (the subject on that voluntary interest. If applicable (as CONSULTANT shall have the voluntary tax. CONSULTANT acknowledges that the notice regarding the California Revenue and Taxation Code Section 1bg.6 has been provided.

#### ARTICLE 41

#### **CONFIDENTIALITY**

Agencies enter into an agreement and the agreement is provided to CONSULTANT (CITY or derived (CONSULTANT) pursuant to this Contract "collect (Confidential Information) compare confidential CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information thereon either orally or in writing to any person or entity selected or authorized (CITY or agent; agreed (law. CONSULTANT shall not disclose any Confidential Information of any attorney (a third party to obtain access to any Confidential Information. This provision shall apply to the execution or termination of this Contract.

#### ARTICLE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise elected in accordance with the provisions of this Ordinance this Contract is subject to the Disclosure of Border Wall Contracting Ordinance Section 1b.4b of the Los Angeles Administrative Code as amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to comply and accurately complete the affidavit shall be a breach in the termination of this Contract.

#### ARTICLE 4"

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Each member of the Contractor and its personnel working on the "half the day" (not less than 12 hours) Contractor Personnel who are working on the Contractor and prior to interacting in person with the City's personnel : volunteers or the City (one of the City's "collect (In-Person Services) will be required to be vaccinated as a condition



the no: e0corona: xryu 2b19 ") COVID-19qp ) Fy007 : accxnatedq J eanu that  
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fina0 doue of a two-doue COVID-19 : accxne uerxæu "Moderna or Pfizer-  
BioNTechpor a un"0e doue of a one-doue COVID-19 : accxne "iohnuon &  
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IN WITNESS WmEREOFs the vartæu hereto ha: e el ecyted thxu AJ endJ ent No. \_\_\_\_\_ on the  
da7 and 7ear wxæten ( e0æw.

**KENNEDY/JENKS**

**By: Joseph Wojslaw, P.E.**

**Title: Vice President**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

MOLLY L. WOLCOTT, Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, Attorney

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129645

for the

PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES CONTRACT

Between

CITY OF LOS ANGELES

and

LEE , RO

AMENDMENT NO. 1 TO CONTRACT NO. C-129645 FOR PRE-QUALIFIED ON-CALL  
WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES BETWEEN THE  
CITY OF LOS ANGELES AND LEE, RO.

This Amendment to the Contract executed on 11/01/2016 between the City of  
Los Angeles (hereinafter referred to as "CITY") and Lee, Ro (hereinafter referred to as  
"CONSULTANT")

WITNESSETH

WHEREAS the CITY issued a Request for Proposal on September 29, 2016 for  
project and (existing) and (new) and (existing) and (new) and (existing) and (new)  
water related project and CONSULTANT has submitted a proposal to provide  
services and

WHEREAS the CONSULTANT has submitted a proposal to provide services and  
has been selected by the CITY to perform the work set forth in the RFQ and

WHEREAS the CITY and CONSULTANT have entered into a contract with the CITY  
the terms of which were set forth in the RFQ and

WHEREAS the CITY and CONSULTANT have entered into a contract with the CITY  
the terms of which were set forth in the RFQ and

WHEREAS the CITY and CONSULTANT have entered into a contract with the CITY  
the terms of which were set forth in the RFQ and

WHEREAS the CITY and CONSULTANT have entered into a contract with the CITY  
the terms of which were set forth in the RFQ and

NOW, WHEREFORE, in consideration of the foregoing and of the benefits which may  
accrue to the City and the CONSULTANT, the CITY and the CONSULTANT have entered into this  
Contract No. C-129645 and the terms of which are set forth in the RFQ and

ARTICLE 1

**DEFINITIONS**

No Change

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 shall be amended to read as follows:

On certain Project Work, the City and the CONSULTANT have entered into a contract with the CITY  
the terms of which were set forth in the RFQ and

CITY dens(natem Ethan B. Won( am stm ENGINEERH  
rej nentsn( the CITY sn ay x attermwths the noje of thsmContract  
reysn( to the condJct and aj j rokayof the wor' to ge j erforx ed. Wheneker  
the terx Kaj j rokayof CITYHKKconnJt wsth CITYHKKconfer wsth CITYHKor  
nx syar terx mare JndHhe0 nmayrefer to the ENGINEER. The ENGINEER  
x a0 dens( nate an amstant to act sn hsmntead.



## ARTICLE 4

## TERM OF CONTRACT

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den( nated g0 the Cst0 CoJncsyor g0 the BoardHffscer or ex j yo0ee  
aJthors/ ed to enter snto thsmContract.

## ARTICLE 6

## SUBCONSULTANT APPROVAL

No Chan( e

## ARTICLE 6

## COMPENSATION, INVOICING AND PAYMENT

No Chan( e

## ARTICLE 5

## SUCCESSORS AND ASSIGNS

Artsye 5 smhereg0 ax ended sn stmentsret0 to read am  
fowownz

Any of the terms and conditions herein may be subject to the effect of and be governed by the law of the jurisdiction in which the parties hereto and their respective legal counsel are located. However, that no amount of the Contract may be made without the written consent of the parties to this Contract as provided under **Article 35**.

## ARTICLE 9

## CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

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To the CITYz

Contact Pernonz

Addrennz

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12777 Vsnita DeyMar  
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Pyaoa DeyRe0HCA 9729"

To CONSULTANTz

Contact Pernonz

Addrennz

Rsc' LsmowHPMPHVsee Prendent  
1199 S FJyerton Road  
Cst0 of IndJnr0HCA 91b85

ARTICLE 17

**STANDARD PROVISIONS FOR CITY PERSONAL  
SERVICES CONTRACTS**

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ARTICLE 11

**ORDER OF PRECEDENCE**

Intentsonay0 yeft gyan'

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ARTICLE 12

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

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## ARTICLE 1"

### **KEY CONSULTANT PERSONNEL**

1".1 Unyenm otherwsne j roksded or aj j roked g0 the CITYH CONSULTANT nmayJn stmwon ex j yo0eento j erforx the narkscem demorsged sn thsmContract. The CITY nmayhake the rs( ht to reksew and aj j roke an0 j ernonney who are anns( ned to wor' Jnder thsm Contract. CONSULTANT a( reem to rex oke j ernonney frox j erforx sn( wor' Jnder thsmContract sf repJented to do no g0 the CITY.

1".2 CONSULTANT wsyy dens( nate 'e0 conndytant j ernonney to sx j yex ent the wor' on a tam g0 tam gansm Ayytechnscaynj ecsaysntm anns( ned to each tam Jnder thsmcontract nmay ge nlg;ect to the ENGINEER:S aj j rokay.

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## ARTICLE 18

### **TERMINATION**

#### **A. Terx snatson for Conkensence**

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4. Actmof MorayTJrj stJde

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g. If CONSULTANT or a ' e0 Pernon sm conkscted ofHj yeadmnoyo contendere toHor forfestm gasyor fasynto aj j ear sn coJrt for a hearsn( reayed toH an Act of MorayTJrj stJdeHCITY x a0 sxx edsatey0 terx snate thsmContract.

c. If CONSULTANT or a ' e0 Pernon sm char(ed wsth or sndscted for an Act of Moray TJrj stJdeHCITY x a0 terx snate thsmContract after j rokdsdn( CONSULTANT an oj j ortJnst0 to j renent eksdence of CONSULTANT:S agsyst0 to j erforx Jnder the terx mof thsmContract.

d. Actmof MorayTJrj stJde snCyJdeHgJt are not yxx sted toz ksoyent feyonsemamdefnsed g0 Penay Code Sectson 66b.4H crsx em snkoyksn( weaj onnHcrsx emrendytsn( sn nersoJmgodsy0 sn;Jr0 or deathHnersoJmfeyonsemamdefnsed g0 Penay Code Sectson 1192.bHand thone crsx emreferenced sn the Penay Code and artscJyated sn Caysfornsa PJgysc RenoJrcemCode Sectson 4168“aq2qy sn addstson to and snCyJdsn( actmof x JnderHraj eHneJay annaJytH rogger0H'sdnaj j sn( HhJx an traffsc'sn( Hj sx j sn( H koyJntar0 x annyaJ( hterHa( ( rakated annaJytHannaJyt on a j eace offscerHx a0hex HfraJdHdox entsc agJneH eydery0 agJneHand chsyd agJneHe( ardyenmof whether nIch actmare j Jnsnagye g0 feyon0 or x snlex eanor conksctson.

e. For the j Jrj onemof thsmj rokssnHa ' e0 Pernon sma j rsncsj ayHoffscerHor ex j yo0ee anns(ned to thsmContractHor owner “dsrecty0 or sndsrecty0HhroJ( h one or x ore snterx edsarsenqof ten j ercent or x ore of the kotsn( j ower or epJst0 snterentmof CONSULTANT.



b. If after notice of termination of this Contract Jnder the jurisdiction of this contract, it is determined for any reason that CONSULTANT was not in default Jnder the jurisdiction of this contract, or that the default was a material breach of the terms of this Contract, then the rights and obligations of the parties may be the same as if the notice of termination had been denied Jnder Art. 18 Termination for Convenience.

C. In the event that thsmContract smterx snatedHCONSULTANT nmay  
sx x edsatey0 notsf0 ayy ex j yo0eemand SJgconnlytantnH and nmay  
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## AMENDMENTS, CHANGES OR MODIFICATIONS

## INDEMNIFICATION AND INSURANCE

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## 16.2 Indfrance

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## ARTICLE 1b

## INDEPENDENT CONTRACTORS

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## ARTICLE 15

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

15.1 CONSULTANT warrantm that the wor' hereJnder nhay ge  
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15.2 CONSULTANT nhay ge renj onmsgye for the  
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[illegible]

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## OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

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19.1." For ayy Wor' ProdJctm deyskered to the CITY that are not ors( snated or j rej ared g0 CONSULTANT or stmnlgconndytantmof an0 tser Jnder thsm ContractHCONSULTANT hereg0 (rantma non-eucyJ nake j erj etJayyscenne to Jne nIch Wor' ProdJctmfor an0 CITY j Jrj onem

19.1.8 CONSULTANT nhayy not j roksde or dsnyone an0 Wor' ProdJctmto an0 thsrd j art0 wstholt j rsor wrstten connent of the CITY.

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19.1.6 An0 nlgcontract entered sn to g0 CONSULTANT reyatsn( to thsmContractHto the eutent ayyowed hereJnderHhaysncyJ de a ys' e j roksnson for wor' to ge j erfex ed Jnder thsmContract to contractJayy0 gsn d or otherwsne ogys( e stmnlgconndytantmj erfex sn( wor' Jnder thsmContract nIch that the CITY:S ownernhsj and yscenne rs( htmof ayy Wor' ProdJctmare j renarked and j roteded am sntended heresn. FasyJre of CONSULTANT to cox j y0 wsth thsm repJsrex ent or to ogtasn the cox j ysance of stm

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19.1.b CONSULTANT a(reemthat a  
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## 19.2 InteyyectJayProj ert0 Warrant0

19.2.1 CONSULTANT rejection  
and warrant that the performance of any obligations under this Contract does not infringe on the direct or contragToryHj on the third party's interests (htmlHncyJdsn (HwshoJt yx statsonHj atentnHcoj Ors (htmlH tradex ar' nHrade nacretnHs (html of j Jgyst0 and j roj rsetar0 snforx atson.

19." InteyectJayProj ert0 Index nsfscatson

19."1 CONSULTANTH at stm own  
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## ARTICLE 27

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

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- A. CONSULTANT may comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America and the State of California and the City of Los Angeles. In performing this Contract, CONSULTANT may not discriminate on the basis of race, sex, age, religion, ethnicity, sexual orientation, marital status, or any other basis prohibited by applicable law. CONSULTANT shall not discriminate in the awarding of subcontracts or in the selection of subcontractors. CONSULTANT shall not discriminate in the awarding of subcontracts or in the selection of subcontractors. CONSULTANT shall not discriminate in the awarding of subcontracts or in the selection of subcontractors.
- B. The provisions of Section 17.5.2.1 of the LAACH the EpJay Beneficial Ordinance and the provisions of Section 17.5.2.1 "f" are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 17.5." of the LAAC are incorporated and made a part of this Contract by reference and hereby incorporated into the "EpJay Exempt Practices" provisions of this Contract.
- D. The provisions of Section 17.5.8 of the LAAC are incorporated and made a part of this Contract by reference and hereby incorporated into the "Affirmative Action Program" provisions of this Contract.

An original contract entered into with CONSULTANT for work to be performed under this Contract is hereby incorporated by reference.

## ARTICLE 21

### **BUSINESS INCLUSION PROGRAM**

CONSULTANT agrees to comply with the provisions of the Minority Business Enterprise (MBE) Ordinance, the Women Business Enterprise (WBE) Ordinance, the Small Business Enterprise (SBE) Ordinance, the Disabled Veteran Business Enterprise (DVBE) Ordinance, and the Other Business Enterprise (OBE) Ordinance. CONSULTANT certifies that it has complied with the Minority Business Enterprise Ordinance, the Women Business Enterprise Ordinance, the Small Business Enterprise Ordinance, the Disabled Veteran Business Enterprise Ordinance, and the Other Business Enterprise Ordinance. CONSULTANT certifies that it has complied with the Minority Business Enterprise Ordinance, the Women Business Enterprise Ordinance, the Small Business Enterprise Ordinance, the Disabled Veteran Business Enterprise Ordinance, and the Other Business Enterprise Ordinance. CONSULTANT certifies that it has complied with the Minority Business Enterprise Ordinance, the Women Business Enterprise Ordinance, the Small Business Enterprise Ordinance, the Disabled Veteran Business Enterprise Ordinance, and the Other Business Enterprise Ordinance.

CONSULTANT has listed the List of Potentially MBE, WBE, SBE, DVBE, OBE Small Business Enterprise (Exhibit C – Schedule A) along with the relevant order. At the time of the award, the order shall be awarded to the consultant. The consultant shall list the Work Order List of Small Business Enterprise (Exhibit C - Schedule B). During the term of the

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## ARTICLE 22

### **EXCUSABLE DELAYS**

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## ARTICLE 22

### **SEVERABILITY**

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## ARTICLE 28

### **DISPUTES**

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## ARTICLE 24

### **ENTIRE CONTRACT**

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## ARTICLE 26

### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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## ARTICLE 2b

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

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containing for more than ninety (90) days after notice of which default to CONSULTANT by the CITY.

CONSULTANT certifies that to the best of its knowledge and belief, the information provided in the bid is true and correct. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.

## ARTICLE "7

### **LIVING WAGE ORDINANCE**

CONSULTANT may comply with the Los Angeles Ordinance HLAAC Section 17.1(b) et seq. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.

## ARTICLE "1

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT may comply with the Service Contractor Worker Retention Ordinance HLAAC Section 17.1(6) et seq. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.

## ARTICLE "2

### **ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT may comply with the Access and Accommodations Ordinance HLAAC Section 17.1(1) et seq. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.
- B. CONSULTANT may not discriminate on the basis of race, gender, or ethnicity in the hiring process. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.
- C. CONSULTANT may provide reasonable accommodations for persons with disabilities. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.
- D. Consultant will comply with the Unemployment Insurance Code. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid. The City of Los Angeles is not responsible for any errors or omissions in the bid.

Federal Acquisition Standard UFAS 28 C.F.R. Part 87 and

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#### ARTICLE ""

#### **WAIVER**

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#### ARTICLE "8

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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“gq Deye( ateHlgcontractHbr otherwsne tranntfer an0 of stmdJtsem Jnder thsmContract.

#### ARTICLE "4

#### **PERMITS**

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#### ARTICLE "6

#### **CLAIMS FOR LABOR AND MATERIALS**

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## FIRST SOURCE HIRING ORDINANCE

## ARTICLE 8"

# IRAN CONTRACTING ACT

ARTICLE 88

## SUSPENSION

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Notwithstanding to and on other provisions of this Contract, the City does not intend to attach or incorporate the same in order for CITY to comply with

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## ARTICLE 85

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

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## ARTICLE 89

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

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#### ARTICLE 47

#### **POSSESSORY INTERESTS TAX**

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#### ARTICLE 41

#### **CONFIDENTIALITY**

AyydocJx entnHnforx atson and x atersaymj roksded to CONSULTANT g0 CITY or dekeyojed g0 CONSULTANT jJrmIant to thsm Contract “coyectskey0 ”ConfdsentsayInforx atson)qare confdsentsay. CONSULTANT nmaynot j roksde or dsnyone an0 ConfdsentsayInforx atson or thesr contentm or an0 snforx atson theresnHesther oray0 or sn wrtsn(Hto an0 j ernon or ents0Heucej t amaJthors/ ed g0 CITY or anrepJsred g0 yaw. CONSULTANT nmay sx x edsatey0 notsf0 CITY of an0 attex j t g0 a thsrd j art0 to ogtasn accenm to an0 Confdsentsay Inforx atson. Thsm j roksnson wsyy nlrkske euj sratson or terx snatson of thsmContract.

#### ARTICLE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unyenm otherwsne euex j t sn accordance wsth the j roksnsonm of thsm OrdsnanceHthsmContract smndg;ect to the Dsnryndre of Border Way Contracts( OrdsnanceHSection 17.47 of the LomAn(eyemAdx snsntratske CodeHamx a0 ge ax ended frox tsx e to tsx e. CONSULTANT certsfsemt that st hamcox j ysed wsth the aj j yscage j roksnsonmof thsmOrdsnance. FasyJre to fJyy0 and accJratey0 cox j yete the affsdakst x a0 rendyt sn terx snatson of thsm Contract.

#### ARTICLE 4"

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Ex j yo0eemof Conndlytant and3or j ernonmwor’ sn( on stmgehayHsnayJ dsn( H gJt not ysx sted toHndgconndlytantm“coyectskey0H”Contractor Pernonney)qH whsy j erforx sn( narkscemJnder thsmContract and j rsor to snteractsn( sn j ernon wsth Cst0 ex j yo0eenHcontractornHkoyJnteernHhor x ex germof the j Jgysc “coyectskey0H”In-Pernon Serksce)qx Jn ge fJyy0 kaccsnated a( asnm

Date:



**ATTEST:**

i OLLY L. WOLCOTT, Cst0 Cjer'

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICi AEL N. FEUERHCst0 Attorne0

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129649

for the

REQUIREMENTS FOR THE CONSTRUCTION AND ENVIRONMENTAL  
IMPACT STATEMENT

Project

City of UOwaukee

and

MAPP

AMENDMENT NO. 1 TO CONTRACT NO. C-129649 OF THE PEPPER HILL LAND DEVELOPMENT  
FACILITY AND ENVIRONMENTAL IMPROVEMENTS PROJECT, E  
CLIFTON, COLORADO

This Amendment is made this 12th day of December, 2016, by and between the City of  
Clifton, Colorado, and the Clifton Water and Sewerage Department, on the one hand,  
(the "City"), and the Clifton Water and Sewerage Department, on the other hand,  
(the "Department").

IT IS AGREED,

That, the City and the Department hereby agree to amend the terms of the Contract  
between the City and the Department, dated and captioned as above, to read as  
follows:

That, the City and the Department hereby agree to amend the terms of the Contract  
between the City and the Department, dated and captioned as above, to read as  
follows:

That, the City and the Department hereby agree to amend the terms of the Contract  
between the City and the Department, dated and captioned as above, to read as  
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between the City and the Department, dated and captioned as above, to read as  
follows:

That, the City and the Department hereby agree to amend the terms of the Contract  
between the City and the Department, dated and captioned as above, to read as  
follows:

ARTICLE 1

**DEFINITIONS**

No Conflicting

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 of the Contract shall be amended to read as follows:

On or before the date of the execution of the Contract, the City shall cause the  
contract to be amended to read as follows:

qJannHbd YhiHn anY conitrxtion s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti dios htH hi on an hs hrhbncl 7aiHdYxrHb tfh coxrih o5a thn-l har qhrHbY. Tfh h i hr; Hhi s al HcJxYhd7xt arh not JH HhY to tfh o; hraJJ qJannHbdYhiHn anYconitrxtion s anabhs hnt o5BaithBathr anYitors Bathr rhJathY qrophcti ixcf ai con; hl anch iliths ida7aths hnt 5acHdHid qxs qHb qJantid trhats hnt 5acHdHid oYor controJd rhcl cJhYzrhJah hY Bathr qrophcti anY otfhr BaithBathr anYitors Bathr 5acHdHid oBnhYor qJannHY7l tfh CLTw.

## APTICUE /

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

ArtHJh / H fhrh7l as hnYhYto aYYWiction / ./ to rhaYai 5oJJoBi'

./ Phtntion o5PhcorYidAxYH anYPHQorti

CONTRACTOP ifaJJ s aHtaH aJJ rhcorYidHcJxYHb rhcorYi o5 5hancHJ traniactHni dqrhtaHb to tfh qhr5ors anch o5tfH ContractdH tfH orHbHaj 5ors or ai otfhrBHh aqgro; hY7l CLTw. Tfh h rhcorYi ifaJJ 7hrhtaHhY5or a qhrHbY o5no Jhi i tfan tfrhh l hari 5ros tfh Jathr o5tfh 5oJJoBHb' gl" 5haJ qal s hnt s aYh 7l CLTwd g" tfh hmqHation o5 tfH Contract or g" thrs Hation o5tfH Contract. Tfh rhcorYi BH 7h ix7pht to hnas Hation anY axYH 7l axtf orHhYCLTw qhri onnhJ or CLTwWrhqrhi hntatHhi at anl tH h. CONTRACTOP ifaJJ qro; Hh anl rhqorti rh) xhithY 7l CLTw rhbarYHb qhr5ors anch o5 tfH Contract. Anl ix7contract hnthrhY Hto 7l CONTRACTOP 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHaj qro; Hh.

In JHx o5rhtaHb tfh rhcorYi 5or tfh thrs ai qrhicrHhYH tfH qro; Hhond CONTRACTOP s al dxqon CLTwKB rHh hn aqgro; aJdix7s H tfh rh) xHhY H5ors ation to CLTw H an hJctronH 5ors atdh.b. QWG 5laif YrHhdat tfh hmqHation or thrs Hation o5tfH Contract.

## APTICUE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

ArtHJh 3 H fhrh7l as hnYhYH H 5Ht qarabraaqf to rhaYai 5oJJoBi'

CLTw YhiHnathi Etfan G. Fonb ai H ENVINEEPd rhqrhihntHb tfh CLTw H aJJ s atthri BHfH tfh icoqh o5 tfH Contract rhJatHb to tfh conYxet anYaqqro; aJo5tfh Borv to 7h qhr5ors hY. F fhnH; hr tfh thrs "aqgro; aJo5CLTwd" "conixJt BHf CLTwd" "con5hr BHf CLTwd" or iH Har thrs i arh xihYdtfhl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al YhiHnath an ai iHtant to act H fH i thaY.

AP TLCUE 4

## TERM OF CONTRACT

ArtiJh 4 Hl fhrh7l as hnYhYH Hl hntHhltl to rhaYai 5oJoBi'

QnJhii otfhrBfHh qro; FhYdtfh thrs o5tfH Contract ifaJJ 7hbH on tfh Yath  
o5 5xJJ hnhextHn o5 tfH Contract anY ifaJJ hmqHh H 1y l hari xnJhii  
thrs HhthYai qro; FhYxnYhr ArtHJh 13 or hnthnYhY7l as hnYs hnt to tfH  
Contract.

Tf h Yath o5 5xJJ hnhxtf h n H Yh 5h hY ai tf h Yath Bf hn aJJ o5 tf h 5oJJ oB h b  
h; hnti fa; h occxrrhY

g” Tfh Contract fai 7hnn i HnhYon 7hf aJ5o5CONWQUTANT 7l tfh  
qhrion or qhrioni axtf or HhYto 7hYCONWQUTANT fhrhtoj

g7” Tfh Contract fai 7hhn aqgro; hY7l tfh CHl CoxncHanYor 7l tfh  
GoarYdo55hr or hs qJol hh axtf orHhYto bHh ixcf aqgro; aJj

g” Tfh O55th o5tfh CH Attornhl fai hYhathYh Brhthb h aqpro; aJ  
o5tfh Contract ai to 5ors j anY

gY' TfH Contract fai 7hhn i HnhYon 7hf aJ5o5tf h CLTw 7l tf h qhri on  
Yhi HnathY7l tf h CHH CoxncH or 7l tf h GoarYdo55Hr or hs qJol hh  
axtf or HhYto hnthr Hto tf H Contract.

APTLCUE 6

### SUBCONSULTANT APPROVAL

No Cf anbh

APTLCUE 0

## COMPENSATION, INVOICING AND PAYMENT

No Cf anbh

AP TLCUE 8

## SUCCESSORS AND ASSIGNS

Article 8 of the 1971 Convention on the High Seas, which states that the flag state has jurisdiction over its vessels on the high seas, is not applicable to the vessel in question.

AJJ o5 tfh thrs id conYHhoni anY qro; Hhoni fhrho5 ifaJJ Hxrh to tfh 7hnh5Hh o5 anY 7h 7HhYhb xqon tfh qartHh fhrhto anY tfhH rhqhctHhixcchiiori anYaiiHhoni qro; FhYdfOBh; hrdtfat no aiiHhns hnt o5 tfh Contract ifaJJ 7h s aYh BffoxT BrHhhn conihnt o5 tfh qartHh to tfH Contract ai rh)xHhYxnYhr **Article 35.**

## APTLCUE 9

## CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

ArtJh 9 Hl f hrh7l as hnYhYH Hl hnthHtl to rhaYai  
5oJloBi'

AJJ notdhi ifaJJ 7h s aYh H BrHb anYs al 7h bHhn 7l qhrionaJ YhJHrl or 7l s aH Wcf notdhi ihnt 7l s aHifoxJY7h rhbHthrhY or chrtSHY anYihnt to tfh YhiHbnathY contact qhrion 5or hacf qartl anY aYYrhiihYai 5oJJoBi'

To t f h CLTw'  
Contact e hri on'  
AYrhi i'

Etfan G. F onbdDEHllon EnbHhhr  
Gxrhax o5EnbHhhrHb  
En; Hons hntaJ EnbHhhrHb DEHllon  
12yyy S Hta DhJ Mar  
erhbhri on GJYb.dWKh 2yy  
eJal a DhJ Phl dCA 9y29/

To CONTACT  
Contact e hri on'  
AYYrhi i'

PH: Cf axYarl de.E.derhi Fhnt  
/ 28 Eait Cos s onBhaJf A; hnxh  
I xJhrtondCA 928/ 2

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

InthntHonaJl Jh5t 7Janv

APTLCUE 11

## ORDER OF PRECEDENCE

IntntHnaJl Jh5t 7Janv

Tf h Contract Hl f hrh7l as hnYhYto HcJxYh tf h 5oJloBhnb ArtHJhi'

APTLCUE 12

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

AJJ tHhIdix7tHhIdor fhaYmbi H tfH Contract fa; h 7hnh  
HihrthY5or con; hnHhch anYifaJJ not 7h Yhhs hY to a55het tfh s hanHb or  
conitrxtcton o5 anl o5tfh thrs i or qro; Hhoni fhrho5. Tfh Janbxabh o5tfH  
Contract ifaJJ 7h conitrxhYaccorYmb to H 5ahs hanHb anYnot itrHtJl 5or  
or abahit tfh CLTw or CONWQUTANT. Tfh BorY (CONWQUTANT“  
fhrhH tfH Contract HcJxYhi tfh qartl or qartHh YhnttHhY H tfh Contract.  
Tfh iHbXJar ifaJJ HcJxYh tfh qJxraJ H tfhrh H s orh tfan onh  
CONWQUTANT fhrhHdxnJhii hnrhi iJl itathYotfhrBHhdtfHh o7JHbattōni  
anY Jd7HhHh fhrhxnYhr ifaJJ 7h pōht anYih; hraJ. Qih o5tfh 5hs Hhhd  
s aixJHhIdor nhxthr bhnyhri ifaJJ 7h Yhhs hY to HcJxYh tfh bhnyhri not



xihY.

Tfh nxs 7hr o5 or ~~th~~thnti o5 tf ~~h~~ Contract ifaJ 7h h) xaj to tfh nxs 7hr o5 tfh qart ~~th~~ fhrhtodonth thnt 7h ~~th~~ rhta ~~th~~Y 7l hacf qartl . At tfh CLTwkW oqthondonth or s orh a ~~Y~~thonaJ or ~~th~~thnti o5 tf ~~h~~ Contract s al aJio 7h rhta ~~th~~Y 7l tfh CLTw.

#### APTICUE 1/

#### **KEY CONSULTANT PERSONNEL**

- 1/.1 QnJhii otfhr ~~B~~h qro; ~~th~~Y or aqqro; hY 7l tfh CLTwd CONVQUTANT ifaJ xih ~~th~~ oBn hs qJol hhi to qhr5ors tfh ihr; ~~th~~hi Yhcr ~~th~~Y ~~th~~ tf ~~h~~ Contract. Tfh CLTw ifaJ fa; h tfh r ~~th~~ft to rh; ~~th~~B anY aqqro; h anl qhrionnhJ Bfo arh aii ~~th~~nhY to Borv xnYhr tf ~~h~~ Contract. CONVQUTANT abrhhi to rhs o; h qhrionnhJ 5ros qhr5ors ~~th~~b Borv xnYhr tf ~~h~~ Contract ~~th~~ rh) xhi thY to Yo io 7l tfh CLTw.
- 1/.2 CONVQUTANT ~~B~~H ~~th~~hi ~~th~~nath vhl conixJtant qhrionnhJ to ~~th~~ qJhs hnt tfh Borv on a tai v 7l tai v 7ai ~~th~~. AJJ thecf n ~~th~~aJiqhc ~~th~~ ~~th~~ti aii ~~th~~nhY to hacf tai v xnYhr tf ~~h~~ contract ifaJ 7h ix7pct to tfh ENVINEEPkWaqgro; aJ.
- 1/. / CONVQUTANT abrhhi tfat qhrionnhJ aii ~~th~~nhY to tfh i h qoi ~~th~~oni at tfh cos s hncbs hnt o5 i hr; ~~th~~hi xnYhr tf ~~h~~ Contract ifaJ i hr; h ~~th~~ tfh i h qoi ~~th~~oni ai Jonb ai rh) x ~~th~~thY 7l tfh CLTwd anY CONVQUTANT ifaJ not cfanbh qhrionnhJ aii ~~th~~nhY to tfh i h qoi ~~th~~oni B ~~th~~foxt tfh conihnt anY aqqro; aJ o5 tfh ENVINEEPd qro; ~~th~~thYixcf conihnt ifaJ not 7h xnrhaiona7Jl B ~~th~~ffhJY.

#### APTICUE 13

#### **TERMINATION**

##### **A. Thrs ~~th~~atlon 5or Con; hn ~~th~~hch**

CLTw s al thrs ~~th~~ath tf ~~h~~ Contract 5or CLTwkWcon; hn ~~th~~hch at anl t ~~th~~ h 7l qro; ~~th~~thb CONVQUTANT tf ~~th~~l Yal i Br ~~th~~thn not ~~th~~th. Qqon rhch ~~th~~qt o5 tfh not ~~th~~th o5 thrs ~~th~~atlonnd CONVQUTANT ifaJ ~~th~~ s hY ~~th~~thJl tavn actlon not to ~~th~~cxr anl a ~~Y~~thonaJ o7J ~~th~~atlonid coiti or hnq ~~th~~nihid hnc ~~th~~qt ai s al 7h nhchiiarl to thrs ~~th~~ath ~~th~~ act ~~th~~ ~~th~~thi. CLTw ifaJ qal CONVQUTANT ~~th~~ rhaiona7Jh anY aJJoBa7Jh coiti tfroxbf tfh h55hct ~~th~~h Yath o5 thrs ~~th~~atlon anY tfoih rhaiona7Jh anY nhchiiarl coiti ~~th~~cxrrhY 7l CONVQUTANT to h55hct tfh thrs ~~th~~atlon. Tfh rha5thrd CONVQUTANT ifaJ fa; h no 5xrtfhr cJa ~~th~~ i abal ~~th~~it CLTw xnYhr tf ~~h~~ Contract. AJJ 5 ~~th~~ ~~th~~fhY anY xn5 ~~th~~ ~~th~~fhYocxs hnti anYs athr ~~th~~ ~~th~~ ~~th~~ qrocxrhY 5or or qroYxchYxnYhr tf ~~h~~ Contractd ~~th~~cxY ~~th~~b aJ ~~th~~thJ ~~th~~ctxaJ qroqhrtl r ~~th~~fti CLTw ~~th~~ hnt ~~th~~thY tod ifaJ 7hcos h CLTw qroqhrtl xqon tfh Yath o5 tfh

thrs HnatHn. CONWQUTANT abrhhi to hnhcxth anl Yocxs hnti  
nhchiiarl 5or CLTw to qhr5hctd s hs orHJHhd or rhcorY CLTwkW  
oBnhri fH o5rHfti qro; FhYfhrhH.

G. Thrs HnatHn 5or Grhacf o5Contract

1. Enchqt ai qro; FhYH ArtHJh 22dH CONWQUTANT 5aH to  
qhr5ors anl o5tfh qro; Hhoni o5tfH Contract or io 5aH to  
s avh qrobrhi i ai to hnYanbhr tH hJl qhr5ors anch o5 tfH  
ContractdCLTw s al bHh CONWQUTANT BrHhnn notHh o5  
tfh Yh5axJt. CLTwkWYh5axJt notHh BH HhYHath Bfhtfhr tfh  
Yh5axJt s al 7h cxrhYanYtfh tH h qhrH Yto cxrh tfh Yh5axJt  
to tfh ioJh iatH5actHn o5 CLTw. AYYHhnaJl d CLTwkW  
Yh5axJt notHh s al o55hr CONWQUTANT an oqortxnH to  
qro; Fh CLTw BHf a qJan to cxrh tfh Yh5axJtdBfHf ifaJl 7h  
ix7s HhYto CLTw BHf H tfh tH h qhrH YaJloBhY7l CLTw.  
At CLTwkW ioJh YHcrhtHnd CLTw s al acchqt or rhphct  
CONWQUTANTkWqJan. I5tfh Yh5axJt cannot 7h cxrhYor H  
CONWQUTANT 5aH to cxrh BHf H tfh qhrH YaJloBhY7l  
CLTwd tfhn CLTw s al thrs Hmath tfH Contract Yxh to  
CONWQUTANTkW7rhacf o5tfH Contract.
2. I5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANTkW  
5aHxrh to s aHtaH tfh Hixranch rh)xHhY xnYhr tfH  
ContractdCONWQUTANT ifaJl H s hYHathJl ' gl" ixiqhnY  
qhr5ors anch o5 anl i hr; Hhhi xnYhr tfH Contract 5or BfHf  
Hixranch Bai rh)xHhYj anY g2" notHh Hh hs qJol hhi anY  
W7conixJtanti o5 tfh Joii o5 Hixranch co; hrabh anY  
ConixJtantki o7JHathn to ixiqhnYqhr5ors anch o5i hr; Hhhi.  
CONWQUTANT ifaJl not rhcos s hneh qhr5ors anch xntH  
CONWQUTANT H 5xJl HixrhY anY H cos qJlanch BHf  
CLTwkWrh)xHhs hnti.
- /. I5 a 5hYhraJ or itath qrochhYHb 5or rhJH5 o5 Yh7tori H  
xnYhrtavhn 7l or abaHit CONWQUTANTd or H  
CONWQUTANT s avhi an aiiHns hnt 5or tfh 7hnh5H o5  
crhYHtorid tfhn CLTw s al H s hYHathJl thrs Hmath tfH  
Contract.
3. I5CONWQUTANT hnbabhi H anl YHf onhit conYxct rhJathY  
to tfh qhr5ors anch or aYs HhHtrathn o5 tfH Contract or  
; HJathi CLTwkWJaBid rhbxJatHni or qoJHh rhJatHb to  
Jo77l Hbd tfhn CLTw s al H s hYHathJl thrs Hmath tfH  
Contract.
4. Acti o5MoraJ TxrqHxYh

- a. CONWQUTANT if aJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehriond ai Yh5HhY 7hJoBd H cfarbhY B Hf d H YHthY 5ord con; HthY o5d qJhaYi noJo conthnYhrh todor 5orShH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtodanl act Bf Hf conitHxthi an o55Hnih H; oJ; Hb s oraJ txrqHxYh xnYhr 5hYhraJd itathd or JocaJ JaBi g (Act o5 MoraJ TxrqHxYh“”.

7. I5CONWQUTANT or a Khl ehri on H con; HthY o5d qJhaYi noJo conthnYhrh todor 5orShH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtod an Act o5 MoraJ TxrqHxYhdCLTw s al H s hYHthJl thrs Hhath tf H Contract.

c. I5CONWQUTANT or a Khl ehri on H cfarbhY B Hf or H YHthY 5or an Act o5 MoraJ TxrqHxYhdCLTw s al thrs Hhath tf H Contract a5hr qro; H Hb CONWQUTANT an oqportxnHl to qrhthnt h; Hhnc h o5 CONWQUTANTkW a7H Hl to qhr5ors xnYhr tf h thrs i o5tf H Contract.

Y. Acti o5 MoraJ TxrqHxYh HcJxYhd7xt arh not JH HhY to’ ; H Jhnt 5hJonHh ai Yh5HhY 7l ehnaJ CoYh WictHn 660.4d crH hi H; oJ; Hb BhaqoniderH hi rhixJHb H i hrHxi 7oYH Hpxrl or Yhatfdi hrHxi 5hJonHh ai Yh5HhY 7l ehnaJ CoYh WictHn 1192.0danYtfoih crH hi rh5hrhncYH H tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh WictHn 4163g”g2”j H aYH Hn to anY HcJxYHb acti o5 s xrYhrdraqhdihmxaJ aiaxJd ro77hrl d vHnaqqHb d fxs an tra55HvHb d qH qHb d ; oJxntarl s aniJaxbfthrdabbra; athY aiaxJdaiaxJt on a qhach o55Hh rds al fhs d5raxYdYos hitH a7xihd hJYhrJl a7xihdanYcfHY a7xihdrhbarYhi i o5Bfhtfhr ixef acti arh qxnHf a7Jh 7l 5hJonl or s HYhs hanor con; HtHn.

h. I or tfh qxrqoihi o5tf H qro; H Hnda Khl ehri on H a qrhHcHqJd o55Hh r d or hs qJol hh aiiHhnhY to tf H Contractd or oBnhr gYHhctJl or H YHhctJl dtfroxbf onh or s orh H thrs hYHrHh”o5thn qhrchnt or s orh o5tf h ; otHb qoBhr or h)xHl Hthrhi o5CONWQUTANT.

6. In t f h h; hnt CLTw thrs Hathi t f H Contract ai qro; FhYH t f H i hctHndCLTw s al qrocxrhdxqon ixcf thrs i anYH t f h s annhr ai CLTw s al Yhhs aqgroqrHthdihr; Hhi i H Har H icoqh anY Jh; hJ o5 h55ort to tfoih io thrs HathiYd anY CONWQUTANT ifaJJ 7h JH7Jh to CLTw 5or aJJ o5 H coiti anY Yas abhi dHcJxYHb7xt not JH HhYtodanl hncihi coiti 5or ixcf ihr; Hhi.

0. L5da5thr notHh o5 thrs Hation o5 t f H Contract xnYhr t f h qro; Hhoni o5 t f H i hctHndH H Yhthrs HhY5or anl rhaion t f at CONWQUTANT Bai not H Yh5axJt xnYhr t f h qro; Hhoni o5 t f H i hctHndor t f at t f h Yh5axJt Bai hncxia7Jh xnYhr t f h thrs i o5 t f H Contractd t f h rHfti anY o7JHhationi o5 t f h qartHh ifaJJ 7h t f h ias h ai H t f h notHh o5 thrs Hation faY 7hhn HixhY qxrixant to ArtHJh 13 Thrs Hation 5or Con; hnHhch.

8. T f h rHfti anY rhs hYHh o5 CLTw qro; FhY H t f H i hctHn ifaJJ not 7h hncJxiHh anYarh H aYHhion to anl otfhr rHfti anY rhs hYHh qro; FhY7l JaB or xnYhr t f H Contract.

C. In t f h h; hnt t f at t f H Contract H thrs HathiYdCONWQUTANT ifaJJ H s hYHthJl notHh aJJ hs qJol hhi anY W7conixJtantid anY ifaJJ notHh H BrHhnb aJJ otfhr qartHh contractHBYHf xnYhr t f h thrs i o5 t f H Contract BfH H 5Hh BorvHb Yal i o5 t f h thrs Hation.

#### APTICUE 14

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

As hnYs hntidcfanbhi or s oYHhationi to t f h thrs i o5 t f H Contract s al 7hs aYh at anl tH h 7l s xtxaJBrHhthn abrhhs hnt 7htBhhn t f h qartHh fhrhto anY ifaJJ 7h i HhnhY7l t f h qhri oni axtf orHhYto 7HhY t f h qartHh t f hrhto anY aqgro; hY qxrixant to t f h qro; Hhoni o5 **Article 5**.

#### APTICUE 16

#### **INDEMNIFICATION AND INSURANCE**

##### **16.1 InYhs nHhation**

Enchqt 5or t f h actHh nhbJHhnh or BHJ5xJs HconYxct o5 t f h CLTw dor anl o5 H GoarYid o55Hhrid abhntid hs qJol hhi d aiiHnid anY ixcchiiori H HthrhithdCONWQUTANT xnYhrtavhi anYabrhi to Yh5hnydHhYhs nHh anY foJYfars Jhii t f h CLTw anY anl o5 H GoarYido55Hhridabhntidhs qJol hhi d aiiHni anYixcchiiori H Hthrhith 5ros anYabaHhit aJJ ixHh anYcaxihi o5 actHndcJaH idJoiihidYhs anYi anYhmqhni hidHcJxYHb 7xt not JH HhYtod attornhl'i 5hhi g7otf H-foxih anYoxtiFh coxni hJ' anY coit o5 JHhation gHcJxYHb aJJ actxaJ JHhation coiti HcxrrhY7l t f h CLTw dHcJxYHb 7xt not JH HhYtod coiti o5 hmqhrti anY conixJanti'd Yas abhi or JH7Hh o5 anl

natxrh Bfatoh; hrd 5or Yhatf or Hpxrl to anl qhriond HcJxYhb  
 CONWQUTANT'Whs qJol hhi anYabhntid or Yas abh or YhitrxtHn o5 anl  
 qroqhrtl o5 hHf hr qartl fhrhto or o5 tf HYqartHh darHhHb H anl s annhr 7l  
 rhai on o5tfh nhbHhnt actidhrrori dos Hh Hni or BHJ5xJs HlconYxet HcHYnt  
 to tfh qhr5ors anch o5tfH Contract 7l CONWQUTANT or Hh ix7conixJtanti  
 o5 anl tHr. PHfti anYrhs hYHh a; aH7Jh to tfh CLTw xnYhr tfH qro; HhHn  
 arh cxs xJatHh o5 tfoih qro; HhY 5or hJhBfhrh H tfH Contract anYtfoih  
 aJJBhYxnYhr tfh JaBi o5tfh QnHhYWathi dtfH Wath o5CaJHornHadanYtfh  
 CLTw. TfH qro; HhHni o5 ArtHJh 16 ifaJJ ixr; Hh hmqHation or thrs Hation  
 o5tfH Contract.

## 16.2 Inixranch

DxrHb tfh thrs o5tfH Contract anYBHfoxt JH HhHb CONWQUTANTkW  
 HYhs nHation o5tfH CLTwCONWQUTANT ifaJJ qro; Hh anYs aHtaH  
 at Hh oBn hmqhni hda qrobras o5 Hixranch fa; Hb tfh co; hrabh anYJH H  
 exitos arH carrHYanYactxaJJ arranhY7l CONWQUTANTd7xt not Jhi  
 tfan tfh as oxnti anYtl qhi JHthYon tfh Ph)xHhYInixranch anYMHH xs  
 UH Hh ifhht gJors Vhn 136 H EnfHHD fhrhto”dco; hrHb H oqhratHni  
 fhrhxnYhr. Wcf Hixranch ifaJJ con5ors to CLTw rh)xHhs hnti hita7JHfHY  
 7l Cfarthrd orYHanch or qoJHd ifaJJ cos qJl BHf tfh Inixranch  
 ContractxaJPh)xHhs hnti gJors VnhraJ1// H EnfHHD fhrhto”anYifaJJ  
 otfhrBHh 7h H a 5ors acchqta7Jh to tfh O5Hh o5tfH CHH AYs HhHtrathH  
 O5Hhhd PHv Manabhs hnt. CONWQUTANT ifaJJ cos qJl BHf aJJ  
 Inixranch ContractxaJPh)xHhs hnti ifoBn on EnfHHD fhrhto. EnfHHD  
 H fhrh7l HcorqorathY7l rhShrhnh anYs aYh a qart o5tfH Contract.

## APTICUE 10

## INDEPENDENT CONTRACTORS

CONWQUTANT H actHb fhrhxnYhr ai an HhYqhnYhnt conixJtant anYnot  
 ai an abhnt or hs qJol hh o5tfH CLTw. CONWQUTANT ifaJJ not rhqrhi hnt  
 or otfhrBHh foJYoxth HhJ5 or anl o5 Hh Yhictori do5Hhri dqartnhrid  
 hs qJol hhid or abhnti to 7h an abhnt or hs qJol hh o5tfH CLTw.

## APTICUE 18

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

18.1 CONWQUTANT Barranti tfat tfh Borv fhrhxnYhr ifaJJ 7h  
 cos qJhthY H a s annhr conihthnt BHf qroShiiHnaJ itanYarYi  
 qractHhYas onb tfoih Hh i BHfH CONWQUTANT'WqroShiiHnd  
 YoHb tfh ias h or iH Har Borv xnYhr tfh ias h or iH Har  
 chHcxs itanchi.

18.2 CONWQUTANT ifaJJ 7h rhiqoniHJh 5or tfh  
 qroShiiHnaJ) xaJHl dthcfnHdaJ accxracl dtH hJl cos qJhHondanYtfh  
 coorYHation o5 aJJ Yhi Hhni dYraBHbidi qhcHationid rhqortid anY  
 otfhr iHr; Hh 5xrnHfHY 7l CONWQUTANT xnYhr tfH Contract.

CONWQUTANT ifaJJd at no aYYHonaJ coit to CLTwd corrhet or rh; Hh anl hrrorid os Hh Hnid or ofhr Yh5HhncHh H Hh Yhi Hnid YraB Hbi di qhcHd at Hni drhqorti dcaJcxJat Hni danY ofhr i hr; Hhi .

18./ Tfh CONWQUTANT ifaJJ hnfH7H qroqhr qroShii HonaJ pYbs hnt H tfh xih o5 H5ors atHn 5xrnHfhY7l CLTw H ArtHJh 3. In tfh h; hnt tfat iaYH5ors atHn H not YhJHhrhYtH hJl or tfat H H YHco; hrhY to 7h Hcorrhet or s HJhaYHbd CONWQUTANT BHJ notH tfh CLTw H a rhaiona7Jh s annhr a5hr tfh YHco; hrl o5 ixcf tarYHhii or Hcorrhet or s HJhaYHb H5ors atHn anY qros qtJl s avh a Yhthrs H atHn o5 H coiti anY icfhYxJh H qact on tfH Contractdai BhJ ai rhcos s hnYatHni 5or tfh corrhetHn o5 ixcf Hcorrhet or s HJhaYHb H5ors atHn.

18.3 CONWQUTANT ifaJJ qhr5ors ixcf qroShii HonaJ i hr; Hhi ai s al 7h nhchiarl to accos qJHf tfh Borv rh) xHhYto 7h qhr5ors hYxnYhr tfH Contract H accorYanch BHf tfH Contract.

18.4 Enchqt ai iqhcH5H Y H ArtHJh 16 anY ai ofhrBHh qro; HhY H tfH Contractd tfh CONWQUTANT ifaJJ 7h anY ifaJJ rhs aH JH7JhdH accorYanch BHf aqqJH7Jh JaBd5or aJJ Yas abhi to CLTw caxihY 7l CONWQUTANT'W nhbJHhnt qhr5ors anch o5 anl o5 tfh i hr; Hhi 5xrnHfhY xnYhr tfH Contractd hnecht 5or hrrorid os Hh Hnid or ofhr Yh5HhncHh to tfh hntHnt attrHxta7Jh to CLTwCLTw-5xrnHfhY Yatador anl tfH Yqartl .

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBNhri fHq o5 Data anYUHnhih**

19.1.1 QnJhi i ofhrBHh qro; HhY5or fhrhHd aJJ F orv eroYxcti orHhathY anY qrhqarhY 7l CONWQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH Contract ifaJJ 7h anY rhs aH tfh hncJxiHh qroqhrtl o5 tfh CLTw 5or H xih H anl s annhr H Yhhs i aqqroqrHth. F orv eroYxcti arh aJJ BorvidtanbHJh or notderhathY xnYhr tfH Contract HcJxYHbdBHf oxt JH H atHndYocxs hntids athrHJd Yatad rhqortid s anxaJid iqhcHd at Hnid artBorvd YraB Hbid ivhtcfhid cos qxthr qrobras i anY Yata7aihid icfhs atHid qfotobraqfid ; Hho anY axYH; HxaJ rhcorYHbid ioxnY rhcorYHbids arvidJoboidbraqfH Yhi Hnidnothid Bh7i Hhid Yos aH nas hidH; hntHnidqrochi ihid5ors xJai s atthri anY cos 7H atHni tfhrho5danYaJJ 5ors i o5 HthJhctxaJ qroqhrtl . CONWQUTANT fhrh7l aii Hnid anY abrhhi to aii Hnd aJJ booYBHdcoql rHf tdtraYhs arvdqathntdtraYh iherht anY aJJ



otfhr HthJhctxaJ qroqhrtl rHfti BorJYBfH H anl F orv  
eroYxcti orHhathYanYqrhqrhY7l CONWQUTANT xnYhr  
tfH Contract. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl  
Yocxs hnti nhchiiarl 5or tfh CLTw to qhr5hctds hs orHJHhd  
or rhcorYtfh CLTwkWoBnhri fH o5rHfti qro; FhYfhrhH.

19.1.2 F Hf rhbarY to tfh 7aiH 5or  
Yhi Hn caJcxJatHni anYhnbHhhrHb nothi dixcf Yata ifaJ 7h  
qro; FhY to tfh CLTw H ga” farY co; hr qoit 7hYhrgi”d  
aqgroqrHthJ H YhnhYdon tfH Ml Jar itocv or booY) xaJH  
qaqhr iatH5actorl 5or rhqroYxctHn.

19.1./ I or aJ F orv eroYxcti  
YhJhrhYto tfh CLTw tfat arh not orHhathYor qrhqrhY7l  
CONWQUTANT or H ix7conixJtanti o5 anl tHr xnYhr tfH  
Contractd CONWQUTANT fhrh7l branti a non-hncJxiHh  
qhrqhtxaJ Jhnhni to xih ixcf F orv eroYxcti 5or anl CLTw  
qxrqoihi.

19.1.3 CONWQUTANT ifaJ not  
qro; Fh or YhcJoih anl F orv eroYxcti to anl tfHY qartl  
BHf oxt qrlor BrHhn conihnt o5tfh CLTw.

19.1.4 AJ Yocxs hntid H5ors atHn  
anY qrh-hnHtHb s athrHJi qro; FhY 7l CLTw to  
CONWQUTANT anY H ix7conixJtanti arHb oxt o5 or  
rhJathY to tfH Contract ifaJ rhs aH tfh qroqhrtl o5 tfh  
CLTw. Tfh CONWQUTANT s al not xihd YHtrHxth or  
otfhrBHh s avh qx7JH H anl s annhrdhHf hr 5or qro5H or not  
5or qro5H anl o5 tfh H5ors atHnd Yocxs hntatHnd or  
qrochYxrhi Yh; hJochY 5or tfh CLTw fhrhxnYhr BHf oxt tfh  
qrlor BrHhn conihnt o5tfh CLTw. CONWQUTANT 5xrtfhr  
abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to  
qhr5hctds hs orHJHhd or rhcorYtfh CLTwkWoBnhri fH o5  
rHfti.

19.1.6 Anl ix7contract hnthrhY Hto  
7l CONWQUTANT rhJatHb to tfH Contractd to tfh hntHnt  
aJJoBhYfhrhxnYhrdi faJ HcJxYh a JHh qro; Hh 5or Borv to  
7h qhr5ors hY xnYhr tfH Contract to contractxaJl 7hY or  
otfhrBHh o7JHh H ix7conixJtanti qhr5ors Hb Borv xnYhr  
tfH Contract ixcf tfat tfh CLTwkWoBnhri fH anY Jhnhni  
rHfti o5 aJ F orv eroYxcti arh qrhhr; hY anY qrothethY ai  
HthnYhYfhrhH. I aHxrh o5 CONWQUTANT to cos qJl BHf  
tfH rh)xHhs hnt or to o7taH tfh cos qJhanch o5 H  
ix7conixJtanti BHf ixcf o7JHbatHni ifaJ ix7phct

CONWQUTANT to tfh H qoi Hlon o5 anl anY aJJ ianctHoni  
aJoBhY 7l JaBdHcJxYhb 7xt not JH HhY to thrs Hation o5  
CONWQUTANTkWContract Bff tfh CLTw.

19.1.0 CONWQUTANT abrhhi tfat a  
s onhtarl rhs hYl 5or 7rhacf o5 tfH Contract s al 7h  
HhYh) xathd H qactHd7Jhd or YH5HxJt to gro; h anY tfat a  
7rhacf s al caxih CLTw Hrhqara7Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh)xHhs hnt 7l ihhvHhb HpxnctHh  
rhJH5 anY iqhcHd qhr5ors anchd Bff oxt anl nhchiH o5  
ifoBhb actxaJ Yas abh or Hrhqara7Jh fars . WhhvHhb  
HpxnctHh rhJH5 or iqhcHd qhr5ors anch Yohi not qrhcJxYh  
CLTw 5ros ihhvHhb or o7taHhb anl ofhr rhJH5 to Bff  
CLTw s al 7h hntHhY.

## 19.2 InthJhctxaJeroqrtl F arrantl

19.2.1 CONWQUTANT rhqrhi hnti  
anY Barranti tfat H qhr5ors anch o5 aJJ o7JHbationi xnYhr  
tfH Contract Yohi not H5Hhb H anl Bal d YHhctJl or  
contrHxtorH dxqon anl tfH Y qartl ki HthJhctxaJ qroqrtl  
rHftid HcJxYhb Bff oxt JH Hationd qathntid coql rHftid  
traYhs arvidtraYh iherhti drHfti o5 qx7JHd anY qroqrHtarl  
H5ors atlon.

## 19./ InthJhctxaJeroqrtl InYhs nHdation

19./ .1 CONWQUTANTd at H oBn  
hmqhnihd xnYrtavhi anY abrhhi to Yh5nYd HhYs nHd anY  
foJY fars Jhi tfh CLTwdanY anl o5 H GoarYid o5Hrid  
abhntidhs qJol hhidai HnidanY ixechiiori H Hthrhith 5ros  
anY abahit aJJ ixH anY caxih o5 actHond cJah id Joiid  
Yhs anYi anY hmqhnihid HcJxYhb 7xt not JH HhY tod  
attornhl ki Shhi g7otf H-foxih anYoxti Hh coxniH” anYcoit  
o5 JHbation gHcJxYhb aJJ actxaJ JHbation coiti HcxrrhY 7l  
tfh CLTwdHcJxYhb 7xt not JH HhY todcoiti o5 hmqhrti anY  
conixJtanti” dYas abhi or JH7Hd o5 anl natxrh Bfatioh; hr  
arHhb oxt o5 tfh H5Hbhs hntdactxaJ or aJHbhYd YHhct or  
contrHxtorl do5 anl HthJhctxaJ qroqrtl rHftid HcJxYhb  
Bff oxt JH Hationd qathntid coql rHftid traYhs arvid traYh  
iherhti drHfti o5 qx7JHd anY qroqrHtarl H5ors atlon gl” on  
or H anl Yhi Honds hYHs ds atthrdartHd qrochiids htfoYd  
aqqJHdond h)xHs hntd Yh; Hhd Hitrxs hntatHond io5 Barhd  
farYBarhd or 5Hs Barh xihY 7l CONWQUTANTd or H  
ix7conixJtanti o5 anl tHrdH qhr5ors Hb tfh Borv xnYhr tfH  
Contractj or g2” ai a rhixJt o5 tfh CLTwkWactxaJ or HthnYhY

xih o5 anl F orv eroYxct 5xrnHfhY 71 CONWQUTANTdor  
Hix7conixJtanti o5 anl tHrdxnYhr tfh Contract. PHfti anY  
rhs hYHh a; aH7Jh to tfh CLTw xnYhr tfH qro; Hlon arh  
cxs xJatHh o5 tf oih qro; HhY 5or hJihBfhrh H tfH Contract  
anY tf oih aJJoBhY xnYhr tfh JaBi o5 tfh QnHhY Wathidtfh  
Wath o5 CaJHornIdanYtfh CLTw. Tfh qro; Hloni o5 Article  
19 ifaJJ ixr; Hh hmqHation or thrs Hation o5 tfH Contract.

19./ .2 In CONWQUTANTkWyh5hni  
o5 tfh CLTw Yh5hnyantid nhbotHationd cos gros Hhd anY  
ihthhs hnt o5 anl ixcf H5Hbhs hnt actHndtfh Uoi AnbhJhi  
CHH Attornhl ki O55Hh ifaJJ rhtaH YHcrhtHn H anY controJ  
o5 tfh JHbHationd nhbotHationd cos gros Hhd ihthhs hntd anY  
aqqaJi tfhrh5ros d ai rh)xHhY 71 tfh Uoi AnbhJhi CHH  
CfarthrdqartHxJarJl ArtHJh Ild WictHni 201d202 anY 20/  
tfhrho5.

19./ . / F fhrh anl F orv eroYxct  
5xrnHfhY 71 CONWQUTANT ga” 7hecos hi tfh ix7pct o5 an  
actHnd g” H aYpYdathY ai H5HbHb a tfH Y qartl ki  
InthJhctxaJ eroqhrtl rHftd or gc” fai H xih hnpHhY or  
JHhni h thrs HathYj CONWQUTANT ifaJJdBHf tfh CLTwkW  
conihntd Yo onh o5 tfh 5oJJoBhB H s hYdthJl .  
CONWQUTANT ifaJJ at H hmqhni h hHf hr’

H grocxrh 5or tfh CLTw tfh rHft or JHhni h to contHxh  
xiHb tfh F orv eroYxctj or

H rhqJach tfh  
F orv eroYxct BHf a 5xnectHnaJl h)xHJaJhntd non-  
H5HbHb groYxct.

EnhrcHh o5 anl o5 tfh a7o; h-s hntHnhY oqtHni ifaJJ not  
caxih xnYxh 7xiHhii HthrrxqtHn to tfh CLTw or YH HhHf  
tfh HthnYhY 7hnh5H anY xih o5 tfh F orv eroYxct 71 tfh  
CLTw xnYhr tfH Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhii otfhrBHh hnhs qtdtfH Contract Hix7pct to tfh aqqJH7Jh non-  
YHcrH Hationdh) xaJ 7hnh5H dh) xaJhs qJol s hnt qractHhidanYa55Hs atHh  
actHn qrobras qro; Hloni H UAAC WictHn 1y.8 ht ih) .dai as hnYhY 5ros  
tH h to tH h.

A. CONWQUTANT ifaJJ cos qJl BHf tfh aqqJH7Jh non-

YhcrH matlon anYa55hs atHh actlon qro; Hloni o5 tfh JaBi o5 tfh QnHhY Wathi o5 As hrIdad tfh Wath o5 CaJHornId anY ClTw. In qhrSors Hb tfH ContractdCONWQUTANT ifaJJ not YhcrH math H anl o5 Hf fHhB or hs qJol s hnt qractHh abahit anl hs qJol hh or aqqJHant 5or hs qJol s hnt 7hcaxih o5 ixcf qhrionki rachd coJord rhJHondnatlonaj orHhIdanchi trl di hnd i hnxaj orHntatlondbhnYhrd bhnYhr FhntHd d abhd YHla7Hh d Yos hitH qartnhr itatxid s arHaj itatxi or s hYHaj conYHlon.

G. Tfh rh)xHhs hnti o5 Wctlon 1y.8.2.1 o5 tfh UAACd tfh E) xaj Ghnh5H OrYHanchdanY tfh qro; Hloni o5 Wctlon 1y.8.2.1g5' arh HcorqorathYanYs aYh a qart o5 tfH Contract 7l rhShrhnh.

C. Tfh qro; Hloni o5 Wctlon 1y.8./ o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBHJ 7h vnoBn ai tfh (E) xaj Es qJol s hnt eractHh “ qro; Hloni o5 tfH Contract.

D. Tfh qro; Hloni o5 Wctlon 1y.8.3 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhnh anYBHJ 7h vnoBn ai tfh (A55hs atHh Actlon erobras “ qro; Hloni o5 tfH Contract.

Anl ix7contract hnthrhYHto 7l CONWQUTANT 5or Borv to 7h qhrSors hYxnYhr tfH Contract s xit HcJxYh an FhntHaj qro; Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONWQUTANT abrhhi anY o7JHathi HhJ5 to xtHhH tfh ihr; Hh o5 MHorH GxiHhii EnthrqrHh gMGE”dF os hn GxiHhii EnthrqrHh gF GE”d W aJJ GxiHhii EnthrqrHh gWGE”dEs hrbHb GxiHhii EnthrqrHh gEGE”d DHla7JhY Shthran GxiHhii EnthrqrHh gDSGE”d anY Otfhr GxiHhii EnthrqrHh gOGE” 5hs i on a Jh; hJ io YhiHnathY H H qroqoiaJ. CONWQUTANT chrtHhii tfat H fai cos qJHYBHf tfh GxiHhii IncJi lon erobras oxtrhacf rh)xHhs hnti o5 Mal oraJ EnhextHh DHhctHh 13dBfHf H HcJxYhY ai Attacfs hnt 0 to tfh Ph)xhit 5or RxaJHtationi. CONWQUTANT ifaJJ not cfanh anl o5 tfh YhiHnathYix7conixJanti or rhYxch tfhH Jh; hJ o5 h55ort BHf oxt qrlor BrHhnh aqqro; aJ o5 tfh ClTw qro; FhYtfat ixcf aqqro; aJBHJ not 7h xnrhai ona7Jl BHf fhY.

CONWQUTANT fai ix7s HthY tfh UHt o5 eothntHJ MGEF GEZWGEZEGEZDS GEZGE W7conixJanti (**Exhibit C – Schedule A**) aJonb BHf tfhH qroqoiaJ. At tfh tH h a iqhcHd taiv Borv orYhr H ai iHnhYto tfh conixJantdtfh conixJant s xit ix7s Htfh Taiv F orv OrYhr UHt o5 W7conixJanti (**Exhibit C - Schedule B**). DxrHb tfh thrs o5 tfh contractd tfh CONWQUTANT s xit ix7s H tfh

MGEZ GEZ WGEZ EGEZ DS GEZ OGE QtH Hation ero5Hh (Exhibit C - Schedule C) Bfhn ix7s Hhnb an Hh; oHh to tfh CHH . Qqon hmqHation or thrs Hation o5 tfh contractda ix s arl o5 tfh rhcorYi ifaJJ 7h qrhqarhY on tfh "I HaJ W7conixJtHb Phqort" 5ors (Exhibit C - Schedule D) anY chrtHhY corrhct 7l tfh CONWQUTANT or Hh axtf orHhY rhqrhi hntatHh. Tfh cos qJhthY 5ors ifaJJ 7h 5xrnHhfhY to tfh CLTw BHH H 14 BorvHb Yal i a5hr hmqHation or thrs Hation o5 tfh contract.

CONWQUTANT abrhhi anY o7JHbathi HhJ5 to xtHhH tfh ihr; Hh o5 MHorHh dF os hndW aJJdEs hrbHb dDH a7JhYS hthrandanY Otfhr Gxi Hhhi i EnthqrHh gMGEZ GEZ WGEZ EGEZ DS GEZ OGE" 5Hs i on a Jh; hJ io Yhi HbnathYH Hh qroqoiadHs anl . Tfh CLTw fai iht antHh HhathY qartHh Hation Jh; hJi o5 18% MGED3% F GEd24% WGE d8% EGE danY / % DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NhHfhr qartl ifaJJ 7h JH7Jh 5or Hh YhJal or 5aHxrh to qhr5ors anl o7JHbation xnYhr anYH accorYanch BHH tfH ContractdH tfh YhJal or 5aHxrh arHhhi oxt o5 5Hhid 5JooYid hartf) xavhid hqHh Hh ) xarantHh rhitrHhionid otfhr natxraJ occxrrhnc hidi trHh dJocvoxti gotfhr tfan a Jocvox 7l tfh qartl or anl o5 tfh qartl'i W7conixJtanti'd 5rhHft hs 7arbohidi throrrHt actid HhixrrhctHni or otfhr cHh YHtxr7anchid or otfhr iH Har h; hnti to tfoih YhicrHhYa7o; hd7xt Hh hacf caih tfh YhJal or 5aHxrh to qhr5ors s xit 7h 7hl onYtfh controJ anY BHH oxt anl 5axJt or nhbJHhnc h o5 tfh qartl YhJal hY or 5aHh to qhr5ors gfhi h; hnti arh rh5hrrhY to Hh tfH qro; Hh ai "I orch Maphxrh E; hnti "".

NotBHfitanYHb tfh 5orhboHhbd a YhJal or 5aHxrh to qhr5ors 7l a W7conixJtant o5 CONWQUTANT ifaJJ not conithxth a I orch Maphxrh E; hntdxnJhii tfh YhJal or 5aHxrh arHhhi oxt o5 caxi hi 7hl onYtfh controJ o5 7otf CONWQUTANT anY W7conixJtand anY BHH oxt anl 5axJt or nhbJHhnc h o5 hHfhr o5 tfhs . In ixcf caihd CONWQUTANT ifaJJ not 7h JH7Jh 5or tfh YhJal or 5aHxrh to qhr5ors dxnJhii tfh booYi or ihr; Hh to 7h 5xrnHhfhY 7l tfh W7conixJtant Bhrh o7taH a7Jh 5ros otfhr ioxrchid Hh ix55Hhnt tH h to qhrs H CONWQUTANT to qhr5ors tH hJl . Ai xihYH tfH Contractd tfh thrs "W7conixJtant" s hani a ix7conixJtant at anl thhr.

In tfh h; hnt CONWQUTANT KWyhJal or 5aHxrh to qhr5ors arHhhi oxt o5 a I orch Maphxrh E; hntd CONWQUTANT abrhhi to xih cos s hrcHJl rhaiona7Jh 7hit h55orti to o7taH tfh booYi or ihr; Hh 5ros otfhr ioxrchid anY to otfhr BHH s Hh bath tfh Yas abhi anY rhYxch tfh YhJal caxi hY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 2/

## **SEVERABILITY**

WoxJY anl qortHn o5 tfH Contract 7h Yhthrs HhY to 7h ; oY or

xnbn5orcha7Jhdxcf ifaJJ 7h ih; hrhY 5ros tfh BfoJh anYtfh Contract Bff  
contHxh ai s oY5HY.

#### ARTICLE 23

#### **DISPUTES**

WoxJYa YHqxt or contro; hri l arHh conchnHb qro; Hloni o5tfH Contract  
or tfh qhr5ors anch o5 Borv fhrhxnYhrdtfh qartHh s al hJhet to ix7s Hixcf  
to a coxrt o5cos qhtnt prHMYtHn.

#### ARTICLE 24

#### **ENTIRE CONTRACT**

TfH Contract ihti 5ortf aJ o5tfhrHfti anYXtHh o5tfh qartHh Bff rhi qhet  
to tfh ix7phet s atthr fhrho5danYrhqJachi anl anYaJJ qrh; Hxi Contracti or  
xnYhritanYHbi dBfhtf hr BrHh or oraJdrhJatHb tfhrto. TfH Contract s al  
7h as hnYhYonJ ai qro; HhY 5or H ArtHJh 14 fhrho5.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl'i qhr5ors anch fhrhxnYhr ifaJJ cos qJl Bff aJ aqqJH7Jh JaBi  
o5 tfh QnHhY Wathi o5 As hrHadt fh Wath o5 CaJHornHdanYtfh CITwd  
HcJxYHb 7xt not JH HhY todJaBi rhbarYHb fhaJtf anY ia5htl dJa7or anY  
hs qJol s hntdBabh anYfoxri anYJHhni Hb JaBi BfHf a55het hs qJol hhi.  
TfH Contract ifaJJ 7h hn5orchYanYHthqrhthYxnYhr tfh JaBi o5tfh Wath  
o5 CaJHornH Bff oxt rhbarYto con5Jdt o5 JaB qrhHcJhi. CONWQUTANT  
ifaJJ cos qJl Bff nhBd as hnYhYd or rh; HhY JaBi d rhbxJatHnid anYor  
qrochYxrh i tfat aqqJl to tfh qhr5ors anch o5tfH Contract.

In anl actHn arHh oxt o5 tfH Contractd CONWQUTANT conihnti to  
qhrionaJ prHMYtHndanYabrhi to 7rHb aJ ixcf actHnidhncJiHhJl H  
itath or 5hYhraJ coxrti JocathYH Uoi AnbhJhi

I5 anl qartd thrs or qro; Hlon o5 tfH Contract H fhJY ; oYd HhbaJd  
xnbn5orcha7Jhd or H con5Jdt Bff anl JaB o5 a 5hYhraJd itath or JocaJ  
bo; hrns hnt fa; Hb prHMYtHn o; hr tfH Contractd tfh ; aJHh o5 tfh  
rhs aHh qarti dthrs i or qro; Hloni o5tfh Contract ifaJJ not 7h a55hetY  
tfhrh7l .

#### ARTICLE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

I5 aqqJH7Jhd CONWQUTANT rhqrhi hnti tfat Hfai o7taHhYanYqrhi hntJl  
foJYi tfh Gxi Hhii TamPhbHtration ChrtHathg" rh) xHhY 7l tfh CITw'W  
Gxi Hhii Tam OrYHanchd WctHn 21.yy et seq. o5 tfh Uoi AnbhJhi  
MxnHdaj CoYh. I or tfh thrs co; hrhY 7l tfH Contractd CONWQUTANT



ifaJ s aHtaHd or o7taH ai nhchiiarl daJ ixcf ChrtHdath rh)xHhY o5 H  
xnYhr tfh GxiHh i TamOrYHanchdanYifaJ not aJoB anl ixcf ChrtHdath  
to 7h rh; ovhYor ixiqhnYhY.

## APTICUE 28

## **BONDS**

AJ 7onYi rh)xHhY 7l CLTw ifaJ 7h 5HhY BHf tfh O55Hh o5 tfh CH  
AYs HHtrathH O55Hh rDPHv Manabhs hnt 5or H rh; HB anYacchqtanch H  
accorYanch BHf Uoi AnbhJhi AYs HHtrathH CoYh gUAAC"" WctHni  
11.30 ht ih).dai as hnYhY 5ros tH h to tH h.

## APTICUE 29

## **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix7pct to tfh CfHY Wqport AiiHns hnt OrYhri OrYHanchd  
WctHn 1y.1y o5 tfh Uoi AnbhJhi AYs HHtrathH CoYhdai as hnYhY 5ros  
tH h to tH h. CONVQUTANT H rh)xHhY to cos qJhth a ChrtHdation o5  
Cos qJanch BHf CfHY Wqport O7JHbatiBni BfHf H attacfhY fhrhto ai  
**Exhibit E** anYHcorqorathYfhrhH 7l tfH rh5hrhch. exrixant to tfh CfHY  
Wqport AiiHns hnt OrYhri OrYHanchd CONVQUTANT BHJ 5xJl cos qJl  
BHf aJ aqqJda7Jh itath anYShYhraJhs qJol s hnt rhqortHb rh)xHhs hnti 5or  
CONVQUTANTkWhs qJol hhi. CONVQUTANT ifaJ aJio chrtH gl" tfat  
tfh qrHclJaJ oBnhrig" o5 CONVQUTANT H garh" H cos qJanch BHf anl  
F abh anY EarnHbi AiiHns hnt OrYhri anY NotHchi o5 AiiHns hnt  
aqqJda7Jh to tfhs qhrionaJl j g" tfat CONVQUTANT BHJ 5xJl cos qJl  
BHf aJ JaB 5xJl ihr; hYF abh anY EarnHbi AiiHns hnt OrYhri anY NotHchi  
o5 AiiHns hnt H accorYanch BHf WctHn 42/ ydet seq. o5 tfh CaJHornH  
I as H CoYhj anY g" tfat CONVQUTANT BHJ s aHtaH ixcf cos qJanch  
tfroxbf oxt tfh thrs o5 tfH Contract.

exrixant to WctHn 1y.1yg" o5 tfh Uoi AnbhJhi AYs HHtrathH CoYhd  
5aHxrh o5 CONVQUTANT to cos qJl BHf aJ aqqJda7Jh rhqortHb  
rh)xHhs hnti or to H qJhs hnt JaB 5xJl ihr; hY F abh anY EarnHbi  
AiiHns hnt OrYhri anY NotHchi o5 AiiHns hntd or tfh 5aHxrh o5 anl  
qrHclJaJ oBnhrig" o5 CONVQUTANT to cos qJl BHf anl F abh anY  
EarnHbi AiiHns hnt OrYhri or NotHchi o5 AiiHns hnt aqqJda7Jh to tfhs  
qhrionaJl difaJ conitHxth a Yh5axJt 7l tfh CONVQUTANT xnYhr tfH  
Contractd ix7pctHb tfH Contract to thrs Hation H ixcf Yh5axJt ifaJ  
contHxh 5or s orh tfan nHhtl gy" Yal i a5hr notHh o5 ixcf Yh5axJt to  
CONVQUTANT 7l tfh CLTw.

Anl ix7contract hnthrhY Hto 7l CONVQUTANTd to tfh hnthnt aJoBhY  
fhrhxnYhrd ifaJ HcJxYh a JHh gro; HhHn 5or Borv to 7h qhr5ors hY xnYhr  
tfH Contract. IaHxrh o5 CONVQUTANT to o7taH cos qJanch o5 H  
ix7conixJtanti ifaJ conitHxth a Yh5axJt 7l CONVQUTANT xnYhr tfH  
Contractd ix7pctHb tfH Contract to thrs Hation Bfhrh ixcf Yh5axJt ifaJ  
contHxh 5or s orh tfan nHhtl gy" Yal i a5hr notHh o5 ixcf Yh5axJt to

CONVQUTANT 7l tfh CLTw.

CONVQUTANT chrthi tfatd to tfh 7hit o5 Hi vnoB.JhYbhd H H 5xJl cos qJl Hb Bff tfh EarnHbi AiiHns hnt OrYhri o5 aJl hs qJol hhi danYH qro; Hb tfh nas hi o5 aJl nhB hs qJol hhi to tfh NhB , H PhbHtrl s aHtaHhY 7l tfh Es qJol s hnt Dh; hJoqs hnt Dhqarts hnt ai iht Sortf H Wictlon 011yg7” o5 tfh CaJlHornH ex7JH Contract CoYh.

APTICUE / y

**LIVING WAGE ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh UHb F abh OrYhanchd UAAC Wictlon 1y./ 0 ht ih).dai as hnYhY 5ros tH h to tH h. CONVQUTANT 5xrtfhr abrhhi tfat H ifaJl cos qJl Bff 5hYhraJ JaB qroicrHb rhtaJHtHn 5or xnlon orbanHb. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; Hlon.

APTICUE / 1

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh Wr; Hh Contractor F orvhr Phthntlon OrYhanchd UAAC Wictlon 1y./ 6 ht ih).dai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrhYHto 7l CONVQUTANT 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; Hlon.

APTICUE / 2

**ACCESS AND ACCOMMODATIONS**

CONVQUTANT rhqrhihnti anYchrthi tfat’

- A. CONVQUTANT ifaJl cos qJl Bff tfh As hrHani Bff DHla7HtHh Actdai as hnYhYd32 Q.WC. Wictlon 121yl ht ih).dtfh Phfa7HtHtHn Act o5 190/ dai as hnYhYd29 Q.WC. Wictlon 0y1 ht ih).dtfh I aH , oxiHb ActdanYH H qJhs hntHb rhbxJatloni anYanl ix7ih) xhnt as hnYs hnti danYCaJlHornH Vo; hrns hnt CoYh Wictlon 111/ 4j
- G. CONVQUTANT ifaJl not YHcrH Hmath on tfh 7ai H o5 YHla7HtH or on tfh 7ai H o5 a qhrionki rhJatlonifH todor aiiocHtHn Bff da qhrion Bfo fai a YHla7HtH j
- C. CONVQUTANT ifaJl qro; Hh rhaiona7Jh accos s oYatlon xqon rh) xhit to hnixrh h) xaJ acchii to CLTw-5xnYhY qrobras idihr; Hhi anYactHtHh j
- D. ConitrxctHn BHJ 7h qhr5ors hY H accorYanch Bff tfh QnHors I hYhraJ Acchii HtHtH WanYarYi gQI AWd23 C.I.P. eart 3yj anY

E. Tfh 7xHYmbi anY 5acHtHh xihY to qro; Fh ihr; Hhi xnYhr tfH Contract arh H cos qJhanch BtHf tfh ShYhraJ anYitath itanYarYi 5or acchiiHtHh ai iht 5ortf H tfh 2yly ADA WanYarYid CaJHornH TtHh 23dCfaqthr 11dor otfhr aqqJda7Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhri tanYi tfat CLTw H rhJ Hb xqon tfhih chrtHtationi anYhrqrihntatHni ai a conYHh on to 5xnYHb tfH Contract. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; HtHn.

#### APTICUE //

#### **WAIVER**

A BaHhr o5 a Yh5axJt o5 anl qartdthrs or qro; HtHn o5 tfH Contract ifaJ not 7h conitrxhYai a BaHhr o5 anl ixecchYHb Yh5axJt or ai a BaHhr o5 tfh qartdthrs or qro; HtHn Hh hJ5. A qartl ki qhr5ors anch a5hr tfh otfhr qartl ki Yh5axJt ifaJ not 7h conitrxhYai a BaHhr o5 tfat Yh5axJt.

#### APTICUE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al notdxnJhi i Hf ai 5Ht o7taHhYtfh BrHtHn qhrs Hh Hn o5tfh CLTw'

ga'' AiiHn or otfhrBHh aJHnath anl o5 H rHfti xnYhr tfH Contractd HcJxYHb tfh rHft to qal s hntj or

g7'' DhJh bathdi x7contractdor otfhrBHh trani Shr anl o5 H YxtHh xnYhr tfH Contract.

#### APTICUE / 4

#### **PERMITS**

CONVQUTANT anYHh YHhctori do55Hhri dqartnhri dabhnti dhs qJol hhi anY ix7conixJtanti dto tfh hntHnt aJJoBhY fhrhxnYhrdifaJ o7taHh anYs aHtaHh aJ JtHni hid qhrs H d chrtHtationi anY otfhr Yocxs hnti nhchiarl 5or CONVQUTANTkWqhr5ors anch fhrhxnYhr anYifaJ qal anl Shh rh)xHhY tfhrh5or. CONVQUTANT chrtHh to H s hYHthJl notH tfh CLTw o5 anl ixiqhni Hond thrs HtHond Jaqi hid non-rhnhBaJdor rhi trtationi o5 JtHni hid qhrs H dchrtHtathi dor otfhr Yocxs hnti.

#### APTICUE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJ qros qtJ qal Bfhn YxhaJ as oxnti qal a7Jh 5or Ja7or anYs athrHJi 5xrnHf hYH tfh qhr5ors anch o5tfH Contract io ai to qrh; hnt anl JHn or otfhr cJaH xnYhr anl qro; HtHn o5 JaB 5ros arHhHb abahit anl CLTw qroqhrtl gHcJxYHb rhqortid Yocxs hntid anY otfhr tanbHJh or HtanbHJh s attrh qroYchY 7l CONVQUTANT fhrhxnYhr'd abahit CONVQUTANT'WrHfti to qal s hnti fhrhxnYhrdor abahit tfh CLTw danY

ifaJJ qal aJJ as oxnti Yxh xnYhr tfh Qnhs qJol s hnt Inixranch Act Bfff rhiqhet to ixcf Ja7or.

APTICUE / 0

**BEST TERMS**

Tfroxbfoxt tfh thrs o5 tfH ContractdCONWQUTANTdifaJJ o55hr CLTw tfh 7hit thrs id qrHhid anY YHcoxnti tfat arh o55hrhY to anl o5 CONWQUTANTKWexitos hri 5or iH Har booYi anYihr; Hhi qro; HhYxnYhr tfH Contract.

APTICUE / 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT ifaJJ cos qJl Bfff tfh Contractor PhiqoniH7H7l OrYhanchdUAAC WctHn 1y.3y ht ih).dai as hnYhY5ros tH h to tH h.

APTICUE / 9

**BREACH**

Enchqt 5or hnexia7Jh YhJal i ai YhicerH7hYH Article 22dH5 anl qartl 5aH to qhr5ors dH BfoJh or H qartdanl qros Hhdco; hnandor abrhhs hnt iht 5ortf fhrhHd or ifoxJY anl rhqrhihntatHn s aYh 7l H 7h xntrxdanl abbrH; hY qartl s al a; aH HhJ5 o5 aJJ rHfti anY rhs hYHhidat JaB or h)xHl dH tfh coxrti o5JaB. WaYrHfti anYrhs hYHhi arh cxs xJatHh o5tf oih qro; HhY5or fhrhH hnechqt tfat H no h; hnt ifaJJ anl qartl rhco; hr s orh tf an onchdi x55hr a qhnaJtl or 5or5Hxrh dor 7h nxpitJl cos qhniathY.

APTICUE 3y

**SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT ifaJJ cos qJl Bfff tfh Wa; hrl DHcJoi xrh OrYhanchd UAAC WctHn 1y.31 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHJaJ qro; HlHn.

APTICUE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

QnJhi i otfhrBHh hnh s qtdH5tfH Contract Hl ; aJxhYat \$1yydy y or s orh anY rh)xHhi aqqro; aJ 7l an hJhethY CLTw o55Hhd CONWQUTANTd CONWQUTANTKW qrHcHJaJid anY CONWQUTANTKW W7conixJtanti hmqhethY to rhchHh at Jhait \$1yydy y 5or qhr5ors anch xnYhr tfh Contractd anYtfh qrHcHJaJi o5tf oih W7conixJtanti gfh (PhitrHthY ehri oni "" ifaJJ cos qJl Bfff Cfarthr WctHn 30ygc"gl2" anY UAMC WctHn 39.0./4. I aHxrh to cos qJl hntHhi CLTw to thrs Hhath tfH Contract anY to qxrixh aJJ a; aH7Jh JhbaJ rhs hYHhi. Cfarthr WctHn 30ygc"gl2" anY UAMC WctHn 39.0./4 JH H tfh a7Hl o5 tfh PhitrHthY ehri oni to s avh cas qaHn contrHxtHni to anYhnbabh H 5xnYraHhb 5or chrtaH hJhethYCLTw o55HJaJi or canYHathi 5or hJhethYCLTw o55Hh 5or tBH; h s ontf i a5hr tfH Contract

Hil iBnhY. AYYHonaJl d a CONVQUTANT ix7phet to Cfarthr Wictlon 30yg"gl2" Hil rh)xhhY to cos qJl BHF YhcJoixrh rh)xhhs hnti 7l ix7s Hhb a cos qJhthY anY iBnhY EtfIdi Cos s Hilon Iors 44 anY to as hnY tfh H5ors atlon H tfat 5ors ai iqhcHhY 7l JaB. Anl CONVQUTANT ix7phet to Cfarthr Wictlon 30yg"gl2" ifaJl HcJxYh tfh 5oJbHb notIdh H anl contract BHF anl W7conixJtant hmqhethYto rhchHh at Jhait \$1yydydy 5or qhr5ors anch xnYhr tfHl Contract'

(NotIdh PhbarYhb PhitrHttoni on Cas qalbn ContrHxttoni anY I xnYraHhb H CHl Elhcttoni  
wox arh a ix7conixJtant on CHl o5 Uoi AnbhJhi Contract #\_\_\_\_\_. exrixant to tfh CHl o5Uoi AnbhJhi Cfarthr Wictlon 30yg"gl2" anY rhJathY orYhanchidlox anY loxr qrhclqaji arh qrofHhY 5ros s avHhb cas qalbn contrHxttoni to anY 5xnYraHhb 5or chrtaH hJhethY CHl o5 Uoi AnbhJhi g CLTw"" o5HhJi anY canYHathi 5or hJhethY CLTw o5Hh 5or tBHj; h s ontfi a5thr tfh CLTw contract Hil iBnhY. wox arh rh)xhhY to qro; Hh tfh nas hi anY contact H5ors atlon o5 loxr qrhclqaji to tfh CONVQUTANT anY to as hnYtfat H5ors atlon BHF H thn 7xi Hhii Yal i H Hcfanbhi YxrHb tfh tBHj; h s ontf tH h qhrloY. I aHxrh to cos qJl s al rhixJt H thrs Hathon o5tfHl Contract anYanl otfhr a; aH7Jh JhbaJrhs hYHh. In5ors atlon a7oxt tfh rhitrHttoni s al 7h 5oxnYonJHh at htfIdi .JacHl .orb or 7l caJHb tfh Uoi AnbhJhi CHl EtfIdi Cos s Hilon at g21/"908-196y."

## APTICUE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos qJl BHF tfh I Ht Woxrch , Hhb OrYhanchd UAAC Wictlon 1y.33 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HcJxYh an HhntIdaJ qro; Hhlon.

## APTICUE 3/

### **IRAN CONTRACTING ACT**

In accorYanch BHF CalJornId ex7JH Contract CoYh Wictloni 22yy-22y8d aJl 7HYhri ix7s Hhb qroqoiaJi 5ordhnthrhb Htod or rhnhBhb contracti BHF tfh CHl o5Uoi AnbhJhi 5or booYi anYihr; Idhi hitH athYat \$1dydydydy or s orh arh rh)xhhY to cos qJhthdiHondanY ix7s H tfh (Iran ContractHb Act o52yly Cos qJhanch A5HYa; Hf'.

## APTICUE 33

### **SUSPENSION**

At CLTwkWiOJh YHcrhtHondCLTw s al ixiqhnYanl or aJl ihr; Idhi qro; HhY xnYhr tfHl Contract 7l qro; Hhb CONVQUTANT BHF BrHhthn notIdh o5 ixiqhni lon. Qqon rhchIdt o5tfh notIdh o5ixiqhni lon CONVQUTANT ifaJl H s hYHthJl chaih tfh ihr; Idhi ixiqhnYhYanY ifaJl not Hcexr anl aYYHonaJ o7JHathonidcoiti or hmqhnihi to CLTw xntH CLTw bHhhi BrHhthn notIdh to rhcos s hnch tfh ihr; Idhi.

#### APTICUE 34

#### **DATA PROTECTION**

- A. CONWQUTANT ifaJJ qrothctd xiHhb tfh s oit ihexrh s hani anY thefnoJobl tfat Hl cos s hrcHJJl a; aHa7JhdCLTw-qro; FhY Yata or conixs hr-qro; FhY Yata ac)xHhY Hl tfh coxrih anY icoqh o5 tfHl ContractdHlcJxYHhb 7xt not JHl HhY to exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yataad geoJhctHhJl d tfh (CHl Data“”. CONWQUTANT ifaJJ notHl CLTw Hl BrHhb ai ioon ai rhaiona7Jl ShaiH7Jhd anY Hl anl h; hnt BHHf Hl tBhntl-5oxr foxrid o5 CONWQUTANTKW YHco; hrl or rhaiona7Jh 7hJH5 o5 anl xnaxtforHhY acchii o5 CHl Data ga (Data Grhacf“”d or o5 anl HlcFYhnt a55hctHhb dor qothntHlJl a55hctHhb CHl Data rhJathY to cl 7hr ihexrHl ga (WcexrHl IncFYhnt“”dHlcJxYHhb d7xt not JHl HhY todYhnHlJl o5 i hr; Hh attacvdanY iliths oxtabhdHl ita7HhHl or YhbraYatHn Yxh to cos qxthr s aJBarh or ; Hxi. CONWQUTANT ifaJJ 7hbHl rhs hYatHn Hl s hYatHlJl. CONWQUTANT ifaJJ qro; Fh YaHl xqYathi dor s orh 5rh)xhntJl Hrh)xHhY7l CLTwdrhbarYHhb 5HhYHbi anYactHni qhr5ors hY7l CONWQUTANT xntHl tfh Data Grhacf or WcexrHl IncFYhnt fai 7hhn h55hctHhJl rhioJ; hY to CLTwkW iatHl5actHn. CONWQUTANT ifaJJ conYxet an Hl; hitHbatHn o5 tfh Data Grhacf or WcexrHl IncFYhnt anY ifaJJ ifarh tfh rhqort o5 tfh Hl; hitHbatHn BHHf CLTw. At CLTwkWioJh YHlcrhtHndCLTw anY Hl axtforHhY abhnti ifaJJ fa; h tfh rHbft to JhaY or qartHlHath Hl tfh Hl; hitHbatHn. CONWQUTANT ifaJJ cooqhrath 5xJl BHHf CLTw dHl abhnti anYJaB hn5orchs hnt.
- G. I5 CLTw Hl ix7phct to JH7HhHl 5or anl Data Grhacf or WcexrHl IncFYhntd tfhn CONWQUTANT ifaJJ 5xJl HhYhs nHl anY foJY fars Jhii CLTw anY Yh5hnYabaHl it anl rhixJtHb actHni.

#### APTICUE 36

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONWQUTANT ifaJJ cos qJl BHHf tfh CHl Contractorik Qih o5 CrH HhAJ , Hltorl 5or ConiFYhratHn o5 Es qJol s hnt AqqJHdactHni OrYHanchdUAAC WictHn 1y.38 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HlcJxYh an FYhntHhAJ qro; HlHn.

#### APTICUE 30

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBHHf i tanYHb anl ot fhr qro; HlHn o5 tfHl ContractdHlcJxYHhb anl hnfH7Hl or attacf s hnti HlcorqorathY tfhrhHdanYHh or Yhr 5or CLTw to cos qJl BHHf Hl bo; hrnHhb JhbaJ rh)xHhls hntidCLTw ifaJJ fa; h no o7JHbatHn to s avh



anl qal s hnti to CONVQUTANT xnJhi i CLTw ifaJJ fa; h 5hit s aYh an  
 aqgroqrhation o5 5xnYi h) xaj to or h hncchi o5 h o7Jhation to s avh anl  
 qal s hnti ai gro; HhY h tfh Contract. CONVQUTANT abrhhi tfat anl  
 i hr; hchi gro; HhY 71 CONVQUTANT dqxrefaihi s aYh 71 CONVQUTANT  
 or hmqhnihi hcxrrhY 71 CONVQUTANT h hncchi o5 tfh aqgroqrhationg”  
 ifaJJ 7h 5rhh anYBhff oxt cf arbh to CLTw anYCLTw ifaJJ fa; h no o7Jhation  
 to qal 5or tfh i hr; hchi dqxrefaihi or hmqhnihi. CONVQUTANT ifaJJ fa; h  
 no o7Jhation to gro; Hh anl i hr; hchi dgro; Hh anl h) xhqs hnt or hcxr anl  
 hmqhnihi h hncchi o5 tfh aqgroqrhathY as oxntg” xntH CLTw aqgroqrhathi  
 aYh hnaJ 5xnYi 5or tfh Contract.

#### APTICUE 38

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

CONVQUTANT ifaJJ cos qJl Bhff aJJ HhntHl tfh 5 JaBi hcxYhB Bhff oxt  
 Jh Hatond JaBi rhJathY to’ gl” qal s hnt Yh; hchi j g2” crhYh anY Yh7H carY  
 5raxYj anY g” tfh I ah anY Accx Rath CrhYh Traniactloni Act g I ACTA “d  
 hcxYhB h rh) xhhs hnt rhJathB to tfh conthnt o5 traniactlon rhchIdti  
 gro; HhY to Cxitos hri. CONVQUTANT aJio ifaJJ cos qJl Bhff aJJ  
 rh) xhhs hnti rhJathY to s aHtaHhB cos qJhanch Bhff eals hnt CarY  
 InYxitrI Data WcxrHl WanYarYi g(eCLDWW”. DxrHb tfh qhr5ors anch o5  
 anl i hr; hchi to htaJd qrobras or xqYath qal s hnt Yh; hchi h) xhqqhY to  
 conYxct crhYh or Yh7H carY traniactlonid hcxYhB eCLDWW i hr; hchi d  
 CONVQUTANT ifaJJ ; hrH qroqhr trxncaction o5 rhchIdti h cos qJhanch  
 Bhff I ACTA.

#### APTICUE 39

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJHornH ex7JH Phioxrchi CoYh Wictlon 4163 qrofHh a qx7JH abhncI  
 5ros fHhB a qhri on 5or hs qJol s hnt or ai a ; oJxnthhr to qhr5ors i hr; hchi  
 at anl qarvdqJal broxnYdor cos s xnHl chnthr xi hY 5or rherhationaJ qxrqoihi  
 h a qoiHlon tfat fai ixqhr; Hlorl or YHclqJharl axtf orHl o; hr anl s Hord  
 H tfh qhri on fai 7hhn con; hthYo5 chrtaH crH hi ai rh5hrhchYh tfh ehnaJ  
 CoYh anY artHxJathY h CaJHornH ex7JH Phioxrchi CoYh Wictlon  
 4163g”g2”.

I5 aqJHda7Jhd CONVQUTANT ifaJJ cos qJl Bhff CaJHornH ex7JH  
 Phioxrchi CoYh Wictlon 4163 danY ifaJJ aYHhnaJl aYfhrh to aJ rxJhi anY  
 rhbxJathoni tfat fa; h 7hhn aYoqthY or tfat s al 7h aYoqthY 71 CLTw.  
 CONVQUTANT h rh) xhthY to fa; h aJJ hs qJol hhi d ; oJxnthhri anY  
 W7conixJtanti gHcxYhB aJJ hs qJol hhi anY ; oJxnthhri o5 anl  
 W7conixJtant” o5 CONVQUTANT BorvHb on qrhs hhi to qaii a  
 5hbrqrHt anY 7acvbroxnY cfhev tfroxbf tfh CaJHornH Dhqarts hnt o5  
 uxtHh at CONVQUTANT kWi oJh hmqhnihdH YhatHb tfat ixcf H YH Hxaj  
 fa; h nh; hr 7hhn con; hthYo5 chrtaH crH hi ai rh5hrhchYh tfh ehnaJ CoYh

anYartHxJathYH CaJHornH ex7JH Phioxrchi CoYh WictHn 4163ga'g'2'dH  
tfh HhYHfXaJ BH fa; h ixqhr; Hlorl or YHclHJHarl axtforHl o; hr anl  
s Hlor.

APTICUE 4y

**POSSESSORY INTERESTS TAX**

PHfti branthY to CONWQUTANT 7l CLTw s al crhath a qoiihiorl  
Hthrhit. CONWQUTANT abrhhi tfat anl qoiihiorl Hthrhit crhathYs al  
7h ix7phct to CaJHornH Ph; hnxh anYTanation CoYh WictHn ly0.6 anYa  
qroqhrtl tam s al 7h Jh; HhY on tfat qoiihiorl Hthrhit. IS aqqJHda7Jhd  
CONWQUTANT ifaJJ qal tfh qroqhrtl tam CONWQUTANT acvnoB.JhYbhi  
tfat tfh notHh rh)xHhY xnYhr CaJHornH Ph; hnxh anYTanation CoYh  
WictHn ly0.6 fai 7hhn gro; HhY.

APTICUE 41

**CONFIDENTIALITY**

AJJ Yocxs hntidHsors atHn anYs athrHJi qro; HhYto CONWQUTANT 7l  
CLTw or Yh; hJoqY 7l CONWQUTANT qxrixant to tfH Contract  
goJHctHhJl (ConSHhntHJ InSors atHn"" arh conSHhntHJ. CONWQUTANT  
ifaJJ not qro; Hh or YHcJoi h anl ConSHhntHJ InSors atHn or tfhHl conthnti  
or anl Hsors atHn tfhrhHd hHf hr oraJJ or H BrHhbd to anl qhri on or  
hntHl dhncqht ai axtforHhY7l CLTw or ai rh)xHhY7l JaB. CONWQUTANT  
ifaJJ H s hYHathJl notHl CLTw o5 anl atths qt 7l a tfHhYqartl to o7taH  
acchii to anl ConSHhntHJ InSors atHn. TfH qro; HhHn BH ixr; Hh  
hmqHathHn or thrs HathHn o5tfH Contract.

APTICUE 42

**DISCLOSURE OF BORDER WALL CONTRACTING  
ORDINANCE**

QnJhii otfhrBHh hnh s qt H accorYanch BHf tfh qro; HhHni o5 tfH  
OrYHanchd tfH Contract Hl ix7phct to tfh DHcJoi xrh o5 GorYhr F aJJ  
ContractHb OrYHanchdWictHn ly.4y o5 tfh Uoi AnbhJhi AYs HhHtrathHh  
CoYhdai s al 7h as hnYhY5ros tH h to tH h. CONWQUTANT chrtHhH tfat  
Hfai cos qJHhYBHf tfh aqqJHda7Jh qro; HhHni o5tfH OrYHanch. I aHkrh to  
5xJJ anYaccxrathJl cos qJhth tfh a55YA; Hs al rhixJt H thrs HathHn o5tfH  
Contract.

APTICUE 4/

**COVID-19 VACCINATION REQUIREMENTS -  
ORDINANCE NO. 187134**

Es qJol hhi o5 ConixJtant anYor qhri oni BorvHb on Hh 7hfaj5dHhcJxYHb  
7xt not JH HhY todix7conixJtanti goJHctHhJl d(Contractor ehri onnhJ""d  
BfHh qhrSors Hb i hr; Hh xiYhr tfH Contract anYqrHr to HthractHb H  
qhri on BHf CHl hs qJol hhi dcontractorid; oJxnthhri d or s hs 7hri o5 tfh  
qx7JH goJHctHhJl d(In-ehri on Wlr; Hh""s xit 7h 5xJJ ; accHhathYabaHh  
tfh no; hJ corona; Hxi 2y19 g COS ID-19"" (I xJJ ; accHhathY"" s hani tfat

13 or s orh Yal i fa; h qaiihYiHh Contractor ehri onnhJ fa; h rhchHhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 ; accHh ihrHh gMoYhrna or e5Hhr-  
GHNTcf” or a iHhBh Yoih o5 a onh-Yoih COS ID-19 ; accHh guofnion &  
uofnionzaniih” anY aJ 7ooithr Yoihi rhcos s hnYhY 7l tfh Chnthri 5or  
DHhaih ControJ anYerh; hntHn. erHr to aiiHnHb Contractor ehri onnhJ to  
qhr5ors In-ehri on Wr; Hhid ConixJtant ifaJ o7taH qroo5 tfat ixcf  
Contractor ehri onnhJ fa; h 7hhn 5xJl ; accHhathY. ConixJtant ifaJ rhtaH  
ixcf qroo5 5or tfh Yocxs hnt rhthntHn qhrHhY iht 5ortf H tfH Contract.  
ConixJtant ifaJ brant s hYdaJ or rhJHhxi hms qHoni g (Enhs qHoni “” to  
Contractor ehri onnhJ ai rh) xHhY 7l JaB. I5 ConixJtant BHfhi to aiiHn  
Contractor ehri onnhJ BHf Enhs qHoni to qhr5ors In-ehri on Wr; Hhid  
ConixJtant ifaJ rh) xHh ixcf Contractor ehri onnhJ to xnYhrbo BhvJl  
COS ID-19 thiHb dBHf tfh 5xJl coit o5 thiHb to 7h 7ornh 7l ConixJtant.  
I5 Contractor ehri onnhJ thi qoiHhJ hdtfhl ifaJ not 7h aiiHnhY to qhr5ors  
In-ehri on Wr; Hhi ordto tfh hntHnt tfhl fa; h aJhaYl 7hhn qhr5ors Hb In-  
ehri on Wr; Hhid ifaJ 7h H s hYdathJ rhs o; hY 5ros tfoih aiiHns hnti.  
I xrtfhrs orhd ConixJtant ifaJ H s hYdathJ notH CH H Contractor  
ehri onnhJ qhr5ors Hb In-ehri on Wr; Hhi gl” fa; h thi thY qoiHhJ 5or or  
fa; h 7hhn YabnoihYBHf COS ID-19dg2” fa; h 7hhn H5ors hY7l a s hYdaJ  
qro5hi iHnaJ tfat tfhl arh JHhJl to fa; h COS ID-19dor g” s hht tfh crHhrla  
5or HloJatHn xnYhr aqqJHda7Jh bo; hrns hnt orYhri.

EXCEET AWEXePEWUw MODII IED fhrhHdtfH Contract hnhcxthY on \_\_\_\_\_  
rhs aHh xncfanbhY.

IN F ITNEWWF , EPEOI dtfH qartHh fhrhto fa; h hnhcxthY tfH As hnYs hnt No. \_\_\_\_\_ on tfh  
Yal anYl har BrHh 7hJoB.

**MARRS**

**By: Rian Chaudhary, P.E.**

**Title: Prezides t**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

**Title: Prezides t, Board of Public Workz**

**Date:**

**By:**

**Date:**

**ATTEST:**

, OOUw U. F OUCOTT, CHll CJhrv

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEUN. I EQEP dCHll Attornhl

**By:**

**Title:** Azziztas t City Attors ey

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129646

for the

REQUIREMENTS FOR THE CONSTRUCTION AND ENVIRONMENTAL  
IMPACT STATEMENT

Project

City of Vancouver

and

McMillen Associates Ltd.

AMENDMENT NO. 1 TO CONTRACT NO. C-129646, I O P e P E - R Q A U I I E D O N - C A U U  
F A W T E F A T E P A N D E N S I P O N M E N T A U E N V I N E E P I N V W E P S I C E W G E T F E E N T H E  
C I T W O I U O W A N V E U E W A N D M C M I U U E N d A C O G W A W W O C I A T E W

T f i s A m h n Y m h n t m o Y i s h s t f h C o n t r a c t h x h c u t h Y o n d u J l 12, 2 y 10, 7 h t B h h n t f h C i t l o 5  
U o s A n b h J h s g f h r h i n a 5 h r r h Y t o a s ( C I T W " " a n Y M c M i J l h n d a c o 7 s A s s o c i a t h s g f h r h i n a 5 h r  
r h 5 h r r h Y t o a s ( C O N W Q U T A N T " " .

F I T N E W W E T H

F H E P E A W C I T W i s s u h Y a P h ) u h s t 5 o r R u a J i 5 c a t i o n s g P I R " o n W i q t h m 7 h r 29, 2 y 16 5 o r  
q r o p h c t m a n a b h m h n t, q J a n n i n b, Y h s i b n a n Y c o n s t r u c t i o n m a n a b h m h n t 5 o r B a s t h B a t h r a n Y  
s t o r m B a t h r r h J a t h Y q r o p h c t s a n Y C O N W Q U T A N T s u 7 m i t t h Y a s t a t h m h n t o 5 ) u a J i 5 c a t i o n s, i n  
r h s q o n s h j a n Y

F H E P E A W C O N W Q U T A N T Y h m o n s t r a t h Y ) u a J i 5 c a t i o n s t o q h r 5 o r m s a i Y s h r; i c h s a n Y  
B a s s h J h e t h Y 7 l C I T W s t a 5 5 7 a s h Y o n t f h h; a J u a t i o n c r i t h r i a s h t 5 o r t f i n t f h P I R j a n Y

F H E P E A W o n d u J l 12, 2 y 10, C o n t r a c t N o. C - 129646 B a s a B a r Y h Y t o C O N W Q U T A N T,  
t f h t h r m s o 5 B f i c f B i J l h x q i r h o n d u J l 11, 2 y 22 j a n Y

F H E P E A W t f h C O N W Q U T A N T i s c u r r h n t J l q r o; i Y i n b o n - c a J l B a s t h B a t h r a n Y  
h n; i r o n m h n t a J h n b i n h h r i n b s h r; i c h s 5 o r t f h; a r i o u s D h q a r t m h n t o 5 e u 7 J i c F o r v s q r o p h c t s a n Y f a s  
t f h c a q a c i t l a n Y h x q h r i h n c h Y q h r s o n n h J t o q r o; i Y h t f h r h ) u i r h Y s h r; i c h s j a n Y

F H E P E A W t f h C I T W a n Y C O N W Q U T A N T f a; h a b r h h Y t o h x t h n Y t f h t h r m o 5 t f h C o n t r a c t  
7 l 4 a Y Y i t i o n a J l h a s t f r o u b f d u J l 11, 2 y 20 j a n Y

F H E P E A W t f h C I T W k W D h q a r t m h n t o 5 e u 7 J i c F o r v s, G u r h a u o 5 E n b i n h h r i n b, g f h r h i n a 5 h r  
r h 5 h r r h Y t o a s ( G Q P E A Q " " , i s t f h e r o b r a m M a n a b h r a n Y o; h r s h h s t f h C O N W Q U T A N T k W  
q h r 5 o r m a n c h o 5 t f i s C o n t r a c t j a n Y

N O F , T H E P E I O P E, i n c o n s i Y h r a t i o n o 5 t f h 5 o r h b o i n b a n Y o 5 t f h 7 h n h 5 i t s B f i c f B i J l  
a c c r u h t f h q a r t i h s f h r h t o i n c a r r l i n b o u t t f h c o n Y i t i o n s o 5 t f i s A m h n Y m h n t N o. 1, C o n t r a c t N o.  
C - 129646 i s f h r h 7 l a m h n Y h Y a s 5 o J l o B s '

A P T I C U E 1

**DEFINITIONS**

No C f a n b h

A P T I C U E 2

**PROJECT DESCRIPTION**

A r t i c l e 2 i s f h r h 7 l a m h n Y h Y i n i t s h n t i r h t l t o r h a Y a s 5 o J l o B s '

O n c h r t a i n e u 7 J i c F o r v s q r o p h c t s, t f h G u r h a u o 5 E n b i n h h r i n b q J a n s t o u t i J i: h  
c o n s u l t a n t s t o q r o; i Y h q r o b r a m m a n a b h m h n t, q r o p h c t m a n a b h m h n t,



qJanninb, Yhsibn anY construction manabhmhnt 5or BasthBathr anY stormBathr rhJathY qrophets, somhtimhs on an hmhrbhncI 7asis, Yurinb tfh coursh o5a thn-l har qhrioY. Tfhsh shr; ichs mal incJuYh, 7ut arh not JimithY to tfh o; hraJJ qJanninb, Yhsibn anY construction manabhmhnt o5BasthBathr anY stormBathr rhJathY qrophets sucf as con; hl anch sl sthms, a7athmhnt 5aciJitihs, qumqinb qJants, trhatmhnt 5aciJitihs, oYor controJ, rhcl cJhYzhcJaimhY Bathr qrophets anY otfhr BasthBathr anY stormBathr 5aciJitihs oBnhY or qJannhY 7l tfh CLTw.

## ARTICLE /

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article / is fhrh7l amhnYhY to aYYWction / ./ to rhaYas 5oJJoBs'

./ Phtntion o5PhcorYs, AuYit anYPhqorts

CONTRACTOR sf aJJ maintain aJJ rhorYs, incJuYinb rhorYs o5 5nanciaJ transactions, qhrtaininb to tfh qhr5ormanch o5tfis Contract, in tfhir oribinaJ 5orm or as otfhrBish aqgro; hY 7l CLTw. Tfhsh rhorYs sf aJJ 7h rhtainhY 5or a qhrioY o5 no Jhss tf an tf rhhl hars 5rom tfh Jathr o5tfh 5oJJoBinb' gl" 5inaJ qal mhnt maYh 7l CLTw, g" tfh hxqiration o5 tfis Contract or g" thrmination o5tfis Contract. Tfh rhorYs BiJJ 7h su7pht to hxamination anY auYit 7l autfori: hYCLTw qhrsonnhJ or CLTwkWrhqrshntati; hs at anl timh. CONTRACTOR sf aJJ qro; iYh anl rhqorts rh)uhsthY 7l CLTw rhbarYinb qhr5ormanch o5 tfis Contract. Anl su7contract hnthrhY into 7l CONTRACTOR 5or Borv to 7h qhr5ormhYunYhr tfis Contract must incJuYh an iYhticaJ qro; ision.

In Jihu o5 rhtaininb tfh rhorYs 5or tfh thrm as qrhscri7hY in tfis qro; ision, CONTRACTOR mal , uqon CLTwkWBritthn aqgro; aJ, su7mit tfh rh)uirhY in5ormation to CLTw in an hJhctronic 5ormat, h.b. QWG 5lasf Yri; h, at tfh hxqiration or thrmination o5tfis Contract.

## ARTICLE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 is fhrh7l amhnYhY in its 5irst qarabraql to rhaYas 5oJJoBs'

CLTw Yhsibnaths Etfan G. Fonb as its ENVINEEP, rhqrshntinb tfh CLTw in aJJ matthrs Bitfin tfh scoqh o5 tfis Contract rhJatinb to tfh conYuct anYaqqro; aJ o5tfh Borv to 7h qhr5ormhY. F fhnh; hr tfh thrm "aqgro; aJ o5CLTw," "consuJt Bitf CLTw," "con5hr Bitf CLTw," or simiJar thrms arh ushY, tfhl sf aJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP mal Yhsibnath an assistant to act in fis sthaY.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended to read as follows:

Notwithstanding to whom, in any case, the Contract shall be assigned on the date of its execution or the date of the Contract and shall be assigned in any case to the person or persons who, in any case, shall be assigned to the Contract.

The date of its execution is hereby assigned to the date of the assignment of the Contract to the person or persons who, in any case, shall be assigned to the Contract.

g” The Contract shall be assigned to the person or persons who, in any case, shall be assigned to the Contract.

g” The Contract shall be assigned to the person or persons who, in any case, shall be assigned to the Contract.

g” The Contract shall be assigned to the person or persons who, in any case, shall be assigned to the Contract.

g” The Contract shall be assigned to the person or persons who, in any case, shall be assigned to the Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

No change

#### ARTICLE 10

#### **COMPENSATION, INVOICING AND PAYMENT**

No change

#### ARTICLE 8

#### **SUCCESSORS AND ASSIGNS**

Article 8 is hereby amended to read as follows:

All of the terms, conditions, and provisions of the Contract shall be assigned to the person or persons who, in any case, shall be assigned to the Contract and shall be assigned to the person or persons who, in any case, shall be assigned to the Contract.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

AJJ titJhs, su7titJhs, or fhaYinbs in tfis Contract fa; h 7hln inshrthY 5or con; hnihnch anYsfaJJ not 7h YhhmhY to a55hct tfh mhaninb or construction o5 anl o5 tfh thrms or qro; isions fhrho5. Tfh Janbuabh o5 tfis Contract sfaJJ 7h construhYaccorYinb to its 5air mhaninb anYnot strictJJ 5or or abainst tfh CLTw or CONWQUTANT. Tfh BorY (CONWQUTANT“ fhrhin tfis Contract incJuYhs tfh qartl or qartihs iYhnti5hYin tfh Contract. Tfh sinbuJar sfaJJ incJuYh tfh qJuraJj i5 tfhrh is morh tfan onh CONWQUTANT fhrhin, unJhss hxqrhssJJ stathYotfhrBish, tfhir o7Jibations anY Jia7iJitihs fhrhunYhr sfaJJ 7h point anY sh; hraJ. Qsh o5 tfh 5hmininh, mascuJinh, or nhuthr blnYhrs sfaJJ 7h YhhmhY to incJuYh tfh blnYhrs not

ushY.

Tfh num7hr o5 oribinaJ thxts o5 tfis Contract sfaJJ 7h h) uaJ to tfh num7hr o5 tfh qartihs fhrhto, onh thxt 7hinb rhtainhY 7l hacf qartl . At tfh CITwkW oqtion, onh or morh aYYitionaJ oribinaJ thxts o5 tfis Contract mal aJso 7h rhtainhY 7l tfh CITw.

#### APTICUE 1/

#### **KEY CONSULTANT PERSONNEL**

- 1/.1 QnJhss otfhrBish qro; iYhY or aqqro; hY 7l tfh CITw, CONWQUTANT sfaJJush its oBn hmqJol hhs to qhr5orm tfh shr; ichs Yhscri7hY in tfis Contract. Tfh CITw sfaJJ fa; h tfh ribft to rh; ihB anY aqqro; h anl qhrsonnhJ Bfo arh assibnhY to Borv unYhr tfis Contract. CONWQUTANT abrhhs to rhmo; h qhrsonnhJ 5rom qhr5orminb Borv unYhr tfis Contract i5 rh) uhsthY to Yo so 7l tfh CITw.
- 1/.2 CONWQUTANT BiJJ Yhsibnath vhl consuJtant qhrsonnhJ to imqJhnhnt tfh Borv on a tasv 7l tasv 7asis. AJJ thcf nicaJ sqhciaJists assibnhY to hacf tasv unYhr tfis contract sfaJJ 7h su7phct to tfh ENVINEEPkWaqqro; aJ.
- 1/. / CONWQUTANT abrhhs tf at qhrsonnhJ assibnhY to tfhsh qositions at tfh commhncmhnt o5 shr; ichs unYhr tfis Contract sfaJJ shr; h in tfhsh qositions as Jonb as rh)uirhY 7l tfh CITw, anY CONWQUTANT sfaJJ not cfanbh qhrsonnhJ assibnhY to tfhsh qositions Bitfout tfh consht anY aqqro; aJ o5 tfh ENVINEEP, qro; iYhYsucf consht sfaJJ not 7h unrhasona7Jl BitffhJY.

#### APTICUE 13

#### **TERMINATION**

##### **A. Thrmination 5or Con; hnihnch**

CITw mal thrminath tfis Contract 5or CITwkWcon; hnihnch at anl timh 7l qro; iYinb CONWQUTANT tfirtl Yal s Britthn notich. Qqon rhchiqt o5 tfh notich o5 thrmination, CONWQUTANT sfaJJ immhYiathJl tavh action not to incur anl aYYitionaJ o7Jibations, costs or hxqhnshs, hxchqt as mal 7h nhchssarl to thrminath its acti; itihs. CITw sfaJJ qal CONWQUTANT its rhasona7Jh anY aJJoBa7Jh costs tfroubf tfh h55hcti; h Yath o5 thrmination anY tfosh rhasona7Jh anY nhchssarl costs incurrhY 7l CONWQUTANT to h55hct tfh thrmination. Tfhrrha5thr, CONWQUTANT sfaJJ fa; h no 5urtfhr cJaims abainst CITw unYhr tfis Contract. AJJ 5inisfhY anY un5inisfhYYocumhnts anY mathriaJs qrocurhY 5or or qroYuchY unYhr tfis Contract, incJuYinb aJJ inthJhctuaJ qroqhrtl ribfts CITw is hntitJhY to, sfaJJ 7hcomh CITw qroqhrtl uqon tfh Yath o5 tfh

termination. CONWQUTANT abrhhs to hxcuth anl Yocumhnts  
nhchssarl 5or CLTw to qhr5hct, mhmoriaJi: h, or rhcorY CLTwkW  
oBnhrsfiq o5ribfts qro; iYhYfhrhin.

G. Thrmiation 5or Grhacf o5Contract

1. Exchqt as qro; iYhYin ArticJh 22, i5CONWQUTANT 5aiJs to qhr5orm anl o5tfh qro; isions o5tfis Contract or so 5aiJs to mavh qrobrhss as to hnYanbhr timhJl qhr5ormanch o5tfis Contract, CLTw mal bi; h CONWQUTANT Britthn notich o5tfh Yh5auJt. CLTwkWYh5auJt notich BiJJ inYicath Bfhtfhr tfh Yh5auJt mal 7h curhYanYtfh timh qhr5oYto curh tfh Yh5auJt to tfh soJh satisfaction o5 CLTw. AYitonaJl, CLTwkW Yh5auJt notich mal o5shr CONWQUTANT an oqportunitl to qro; iYh CLTw Bitf a qJan to curh tfh Yh5auJt, Bf icf sfaJJ 7h su7mitthYto CLTw Bitfin tfh timh qhr5oYaJJoBhY7l CLTw. At CLTwkW soJh Yiscrtion, CLTw mal acchqt or rhphct CONWQUTANTkWqJan. I5tfh Yh5auJt cannot 7h curhYor i5 CONWQUTANT 5aiJs to curh Bitfin tfh qhr5oYaJJoBhY7l CLTw, tfhn CLTw mal thrmianth tfis Contract Yuh to CONWQUTANTkW7rhacf o5tfis Contract.
2. I5tfh Yh5auJt unYhr tfis Contract is Yuh to CONWQUTANTkW 5aiJurh to maintain tfh insuranch rh)uirhY unYhr tfis Contract, CONWQUTANT sfaJJ immhYiathJl ' gl" susqhnY qhr5ormanch o5 anl shr; ichs unYhr tfis Contract 5or Bf icf insuranch Bas rh)uirhYj anY g2" noti5l its hmqJol lhs anY W7consultants o5 tfh Joss o5 insuranch co;hrabh anY Consultantks o7Jibation to susqhnY qhr5ormanch o5 shr; ichs. CONWQUTANT sfaJJ not rhcommhnhc qhr5ormanch untiJ CONWQUTANT is 5uJl insurhY anY in comqJianch Bitf CLTwkWrh)uirhmnhts.
- /. I5 a 5hYhraJ or stath qrochhYinb 5or rhJih5 o5 Yh7tors is unYhrtavhn 7l or abainst CONWQUTANT, or i5 CONWQUTANT mavhs an assibnmhnt 5or tfh 7hnh5it o5 crhYitors, tfhn CLTw mal immhYiathJl thrmianth tfis Contract.
3. I5CONWQUTANT hnbabhs in anl Yisfonhst conYuct rhJathY to tfh qhr5ormanch or aYministration o5 tfis Contract or ;ioJaths CLTwkWJaBs, rhbuJations or qoJicis rhJatinb to Jo77linb, tfhn CLTw mal immhYiathJl thrmianth tfis Contract.
4. Acts o5MoraJ TurqituYh

- a. CONWQUTANT sfaJJ immhYiathJl notisJ CLTw i5 CONWQUTANT or anl Khl ehrson, as Yh5inhY 7hJoB, is cfarbhY Bitf, inYicthY 5or, con; icthY o5, qJhaYs noJo conthnYhrh to, or 5or5hits 7aiJ or 5aiJs to aqqhar in court 5or a fharinb rhJathYto, anl act Bf icf constituths an o55hnsh in; oJ; inb moraJ turqituYh unYhr 5hYhraJ, stath, or JocaJ JaBs g(Act o5 MoraJ TurqituYh“”.

7. I5CONWQUTANT or a Khl ehrson is con; icthY o5, qJhaYs noJo conthnYhrh to, or 5or5hits 7aiJ or 5aiJs to aqqhar in court 5or a fharinb rhJathYto, an Act o5 MoraJ TurqituYh, CLTw mal immhYiathJl thrminath tfis Contract.

c. I5CONWQUTANT or a Khl ehrson is cfarbhY Bitf or inYicthY 5or an Act o5 MoraJ TurqituYh, CLTw mal thrminath tfis Contract a5hr gro; iYinb CONWQUTANT an oqqortunitl to qrhshnt h; iYhnc h o5 CONWQUTANTkW a7iJitl to qhr5orm unYhr tfh thrms o5 tfis Contract.

Y. Acts o5 MoraJ TurqituYh incJuYh, 7ut arh not JimithY to’ ; ioJhnt 5hJonih as Yh5inhY 7l ehnaJ CoYh Wiction 660.4, crimhs in; oJ; inb Bhaqons, crimhs rhsuJtinb in shrious 7oYiJl inpurl or Yhatf, shrious 5hJonih as Yh5inhY 7l ehnaJ CoYh Wiction 1192.0, anY tfosh crimhs rh5hrhncY in tfh ehnaJ CoYh anY articuJathY in CaJi5ornia eu7Jic Phsourchs CoYh Wiction 4163g”g2”j in aYYition to anY incJuYinb acts o5 murYhr, raqh, shxuaJ assauJt, ro77hrl, viYnaqqinb, fuman tra55icvinb, qimqinb, ; oJuntarl mansJaubfthr, abbra; athY assauJt, assauJt on a qhach o55icth, mal fhm, 5rauY, Yomhstic a7ush, hJYhrJl a7ush, anYcf iJYa7ush, rhbarYJhss o5 Bfhtfhr sucf acts arh qunisfa7Jh 7l 5hJonl or misYhmhanor con; iction.

h. I or tfh qurqoshs o5 tfis qro; ision, a Khl ehrson is a qrinciqaj, o55icth, or hmqJol hh assibnhY to tfis Contract, or oBnhr gYirhctJl or inYirhctJl, tfroubf onh or morh inthrmhYarihs”o5thn qhrchnt or morh o5 tfh ; otinb qoBhr or h)uitl inthrhsts o5CONWQUTANT.



6. In tñh h; hnt CLTw thrminaths tñis Contract as qro; iYhY in tñis shction, CLTw mal qrocurh, uqon sucñ thrms anY in tñh mannhr as CLTw mal Yhhm aqqroqriath, shr; ichs simiJar in scoqh anY Jh; hJ o5 h55ort to tñosh so thrminathY, anY CONWQUTANT sñ aJJ 7h Jia7Jh to CLTw 5or aJJ o5 its costs anY Yamabhs, incJuYinb, 7ut not JimithYto, anl hxcñss costs 5or sucñ shr; ichs.

0. I5, a5thr notich o5 thrmination o5 tñis Contract unYhr tñh qro; isions o5 tñis shction, it is YhthrmnhY 5or anl rhason tñat CONWQUTANT Bas not in Yh5auJt unYhr tñh qro; isions o5 tñis shction, or tñat tñh Yh5auJt Bas hxcusa7Jh unYhr tñh thrms o5 tñis Contract, tñh ribfts anY o7Jibations o5 tñh qartihs sñ aJJ 7h tñh samh as i5 tñh notich o5 thrmination f aY 7hñn issuhY qursuant to ArticJh 13 Thrmination 5or Con; hñihñch.

8. Tñh ribfts anY rhmhYihs o5 CLTw qro; iYhY in tñis shction sñ aJJ not 7h hxcJusi; h anYarh in aYYition to anl otfhr ribfts anY rhmhYihs qro; iYhY 7l JaB or unYhr tñis Contract.

C. In tñh h; hnt tñat tñis Contract is thrminathY, CONWQUTANT sñ aJJ immhYiathJl noti5l aJJ hmqJol hñs anY Wñ7consultants, anY sñ aJJ noti5l in Britinb aJJ otfhr qartihs contracthYBitf unYhr tñh thrms o5 tñis Contract Bitf in 5; h Borvinb Yal s o5 tñh thrmination.

#### APTICUE 14

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

AmhnYmhnts, cñanbñs or moYñ5ications to tñh thrms o5 tñis Contract mal 7h maYh at anl timh 7l mutuaJBritthn abrhñmhnt 7htBhñn tñh qartihs fhrhto anY sñ aJJ 7h sibñhY7l tñh qhrsons autñ ori: hYto 7inYtñh qartihs tñhrhto anY aqqro; hY qursuant to tñh qro; isions o5 **Article 5**.

#### APTICUE 16

#### **INDEMNIFICATION AND INSURANCE**

##### **16.1 InYhmni5ication**

Exchqt 5or tñh acti; h nhbJibññch or BiJJ5uJ misconYuct o5 tñh CLTw, or anl o5 its GoarYs, o55ñchs, abñnts, hmqJol hñs, assibñs, anY sucñssors in inthrhst, CONWQUTANT unYhrtavñs anY abrhñs to Yh5ñnY, inYhmni5l anY f oJYfarmJhñs tñh CLTw anY anl o5 its GoarYs, o55ñchs, abñnts, hmqJol hñs, assibñs anY sucñssors in inthrhst 5rom anY abainst aJJ suits anY caushs o5 action, cJaims, Josshs, YhmanYs anY hxqññshs, incJuYinb 7ut not JimithYto, attornhl's 5ñhs g7otf in-fousñ anY outsiYh counshJ' anY cost o5 Jitibation gññcJuYinb aJJ actuaJ Jitibation costs incurrhY7l tñh CLTw, incJuYinb 7ut not JimithYto, costs o5 hxqhrts anY consultants", Yamabhs or Jia7iJitl o5 anl

naturh Bfatsoh; hr, 5or Yhatf or inpurl to anl qhrson, incJuYinb CONWQUTANT'WhmqJol hhs anYabhnts, or Yamabh or Yhstruction o5 anl qroqhrtl o5 hitfhr qartl fhrhto or o5 tfirYqartihs, arisinb in anl mannhr 7l rhason o5tfh nhbJibhnt acts, hrrors, omissions or BiJJ5uJ misconYuct inciYhnt to tfh qhr5ormanch o5tfis Contract 7l CONWQUTANT or its su7consuJtants o5 anl tih. Pibfts anYrhmhYihs a; aiJa7Jh to tfh ClTw unYhr tfis qro; ision arh cumuJati; h o5 tfosh qro; iYhY 5or hJshBfhrh in tfis Contract anYtfosh aJJoBhYunYhr tfh JaBs o5tfh QnithYWaths, tfh Wath o5CaJi5ornia, anYtfh ClTw. Tf h qro; isions o5 ArticJh 16 sf aJJ sur; i; h hxqiration or thrmination o5tfis Contract.

## 16.2 Insuranch

Durinb tfh thrm o5 tfis Contract anYBitfout Jimitinb CONWQUTANTkW inYhmnisication o5tfh ClTw, CONWQUTANT sf aJJ qro; iYh anYmaintain at its oBn hxqhns, a qrobram o5 insuranch fa; inb tfh co; hrabh anYJimits customariJl carrihYanYactuaJl arranhY7l CONWQUTANT, 7ut not Jhss tfan tfh amounts anYtl qhs JisthYon tfh Ph) uirhYInsuranch anYMinimum Uimits sfhht gJorm Vhn 136 in Exfi7it D fhrhto”, co; hrinb its oqhrations fhrhunYhr. Wicf insuranch sf aJJ conform to ClTw rh) uirhmnhts hsta7JisfhY 7l Cfarthr, orYinanch or qoJicl, sf aJJ comqJl Bitf tfh Insuranch ContractuaJPh) uirhmnhts gJorm VnhraJl// in Exfi7it D fhrhto”anYsf aJJ otfhrBish 7h in a 5orm acchqta7Jh to tfh O55ich o5tfh Citl AYministrati; h O55ichr, Pisv Manabhmhnt. CONWQUTANT sf aJJ comqJl Bitf aJJ Insuranch ContractuaJPh) uirhmnhts sf oBn on Exfi7it D fhrhto. Exfi7it D is fhrh7l incorqorathY7l rh5hrhnc anYmaYh a qart o5tfis Contract.

## APTICUE 10

### **INDEPENDENT CONTRACTORS**

CONWQUTANT is actinb fhrhunYhr as an inYhqhnYhnt consuJtant anYnot as an abhnt or hmqJol hh o5tfh ClTw. CONWQUTANT sf aJJ not rhqrshnt or otfhrBish foJYout itshJ5 or anl o5its Yirhctors, o55ichrs, qartnhrs, hmqJol hhs, or abhnts to 7h an abhnt or hmqJol hh o5tfh ClTw.

## APTICUE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

18.1 CONWQUTANT Barrants tfat tfh Borv fhrhunYhr sf aJJ 7h comqJlthY in a mannhr consisthnt Bitf qro5hssionaJ stanYarYs qractichYamonb tfosh 5rms Bitfin CONWQUTANT'Wqro5hssion, Yoinb tfh samh or simiJar Borv unYhr tfh samh or simiJar circumstanchs.

18.2 CONWQUTANT sf aJJ 7h rhsqonsi7Jh 5or tfh qro5hssionaJ) uaJitl, thefnicaJaccuracl, timhJl comqJlthion, anYtfh coorYination o5 aJJ Yhsibns, YraBinbs, sqhci5ications, rhqorts, anY otfhr shr; ichs 5urnisfhY 7l CONWQUTANT unYhr tfis Contract.

18./ Tfh CONWQUTANT sfaJJ hxfi7it qroqhr qro5hssionaJ puYbmhnt in tf h ush o5 in5ormation 5urnisfhY7l CLTw in ArticJh 3. In tf h h; hnt tf at saiYin5ormation is not YhJi; hrhYtimhJl or tfat it is Yisco;hrhY to 7h incorrhct or misJhaYinb, CONWQUTANT BiJJ noti5l tfh CLTw in a rhasona7Jh mannhr a5thr tfh Yisco;hrl o5 sucf tarYinhss or incorrhct or misJhaYinb in5ormation anY qromqtJl mavh a Yhthrmination o5 its costs anY scfhYuJh imqact on tfis Contract, as BhJJ as rhcommhnyations 5or tfh corrhction o5sucf incorrhct or misJhaYinb in5ormation.

18.4 Exchqt as sqhci5hY in ArticJh 16 anY as  
otfhrBish qro; iYhY in tfis Contract, tfh CONWQUTANT sfaJl 7h  
anY sfaJl rhmain Jia7Jh, in accorYanch Bitf aqqJica7Jh JaB, 5or aJl  
Yamabhs to ClTw caushY 7l CONWQUTANT'W nhbJibhnt  
qhr5ormanch o5 anl o5 tfh shr; ichs 5urnisfhY unYhr tfis Contract,  
hxchqt 5or hrrors, omissions, or otfhr Yh5icihnecihs to tfh hxthtnt  
attri7uta7Jh to ClTw, ClTw-5urnisfhY Yata, or anl tfirYqartl .

## OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

19.1.1 QnJhss otf hrBish qro; iYhY5or  
fhrhin, aJJ F orv eroYucts oribinathY anY qrhqarhY 7l  
CONWQUTANT or its su7consuJtants o5 anl tih unYhr tf is  
Contract sfaJJ 7h anY rhmain tf h hxcJusi; h qroqhrtl o5 tf h  
CLTw 5or its ush in anl mannhr it Yhhms aqqroqriath. F orv  
eroYucts arh aJJ Borvs, tanbi7Jh or not, crhathY unYhr tf is  
Contract incJuYinb, Bitf out Jimitation, Yocumhnts, mathriaJ,  
Yata, rhqorts, manuaJs, sqhci5ications, artBorv, YraBinbs,  
svhtcfhs, comquthr qrobrams anY Yata7ashs, scfhmatics,  
qfotobraqfs, ; iYho anY auYio; isuaJ rhcorYinbs, sounY  
rhcoryinbs, marvs, Jobos, braqfic Yhsibns, noths, Bh7siths,  
Yomain namhs, in; hntions, qrochsshs, 5ormuJas matthrs anY  
com7inations tf hrho5, anYaJJ 5orms o5 inthJhctuaJ qroqhrtl .  
CONWQUTANT fhrh7l assibns, anY abrhhs to assibn, aJJ  
booYBiJl, coql ribft, traYhmarv, qathnt, traYh shcrht anY aJJ

otfhr inthJhctuaJ qroqhrtl ribfts BorJYBiYh in anl F orv eroYucts oribinathY anY qrhqarhY 7l CONWQUTANT unYhr tfis Contract. CONWQUTANT 5urtfhr abrhhs to hxhcuth anl Yocumhnts nhchssarl 5or tfh CLTw to qhr5hct, mhmoriaJi: h, or rhcorYtfh CLTwkWoBnhrsfiq o5ribfts qro; iYhYfhrhin.

19.1.2 F itf rhbarY to tfh 7asis 5or Yhsibn caJcuJations anYhnbinhhhrinb noths, sucf Yata sfaJJ 7h qro; iYhY to tfh CLTw in g" farY co; hr qost 7inYhrs", aqqroqriathJl inYhxhY, on tf in Ml Jar stocv or booY) uaJitl qaqhr satis5actorl 5or rhqroYuction.

19.1./ I or aJJ F orv eroYucts YhJi; hrhYto tfh CLTw tfat arh not oribinathY or qrhqarhY 7l CONWQUTANT or its su7consuJtants o5 anl tih unYhr tfis Contract, CONWQUTANT fhrh7l brants a non-hxcJusi; h qhrqhtuaJ Jichnsh to ush sucf F orv eroYucts 5or anl CLTw qurqoshs.

19.1.3 CONWQUTANT sfaJJ not qro; iYh or YiscJosh anl F orv eroYucts to anl tfirY qartl Bitf out qrior Britthn consht o5tfh CLTw.

19.1.4 AJJ Yocumhnts, in5ormation anY qrh-hxistinb mathriaJs qro; iYhY 7l CLTw to CONWQUTANT anY its su7consuJtants arisinb out o5 or rhJathY to tfis Contract sfaJJ rhmain tfh qroqhrtl o5 tfh CLTw. Tfh CONWQUTANT mal not ush, Yistri7uth or otfhrBish mavh qu7Jic in anl mannhr, hitfhr 5or qro5it or not 5or qro5it, anl o5 tfh in5ormation, Yocumhntation, or qrochYurhs Yh; hJoghY 5or tfh CLTw fhrhunYhr Bitf out tfh qrior Britthn consht o5tfh CLTw. CONWQUTANT 5urtfhr abrhhs to hxhcuth anl Yocumhnts nhchssarl 5or tfh CLTw to qhr5hct, mhmoriaJi: h, or rhcorYtfh CLTwkWoBnhrsfiq o5 ribfts.

19.1.6 Anl su7contract hnthrhY into 7l CONWQUTANT rhJatinb to tfis Contract, to tfh hxthtnt aJJoBhYfhrhunYhr, sfaJJ incJuYh a Jivh qro; ision 5or Borv to 7h qhr5ormhY unYhr tfis Contract to contractuaJl 7inY or otfhrBish o7Jibh its su7consuJtants qhr5orminb Borv unYhr tfis Contract sucf tfat tfh CLTwkWoBnhrsfiq anY Jichnsh ribfts o5 aJJ F orv eroYucts arh qrhshr; hY anY qrothethY as inthnYhYfhrhin. I aiJurh o5 CONWQUTANT to comqJl Bitf tfis rh)uirhnmht or to o7tain tfh comqJianch o5 its su7consuJtants Bitf sucf o7Jibations sfaJJ su7phct

CONVQUTANT to tfh imqosition o5 anl anY aJJ sanctions aJJ oBhY 7l JaB, incJuYinb 7ut not JimithY to thrmination o5 CONVQUTANTkWContract Bitf tfh CLTw.

19.1.0 CONVQUTANT abrhhs tfat a monhtarl rhmhYl 5or 7rhacf o5 tfis Contract mal 7h inaYh)uath, imqractica7Jh, or Yi55icuJt to qro; h anY tfat a 7rhacf mal caush CLTw irrhqara7Jh farm. CLTw mal tfhrh5orh hn5orch tfis rh)uirhnhnt 7l shhvinnb inuncti; h rhJih5 anY sqheic5ic qhr5ormanch, Bitfout anl nhchssitl o5 sf oBinb actuaJ Yamabh or irrhqara7Jh farm. Whhvinnb inuncti; h rhJih5 or sqheic5ic qhr5ormanch Yohs not qrhcJuYh CLTw 5rom shhvinnb or o7taininnb anl otfhr rhJih5 to Bfief CLTw mal 7h hntitJhY.

## 19.2 InthJhctuaJeroqhrtl F arrantl

19.2.1 CONVQUTANT rhqrshnts anY Barrants tfat its qhr5ormanch o5 aJJ o7Jibations unYhr tfis Contract Yohs not in5rinbh in anl Bal, YirhetJl or contri7utoriJl, uqon anl tfirY qartl ks inthJhctuaJ qroqhrtl ribfts, incJuYinb, Bitfout Jimitation, qathnts, coql ribfts, traYhmarvs, traYh sherhts, ribfts o5 qu7Jicitl anY qroqrihtarl in5ormation.

## 19./ InthJhctuaJeroqhrtl InYhmnisication

19./ .1 CONVQUTANT, at its oBn hxqhnsh, unYhrtavhs anY abrhhs to Yh5hnY, inYhmnisic, anY foJY farmJhss tfh CLTw, anY anl o5 its GoarYs, o55ichrs, abhnts, hmqJol hhs, assibns, anY succssors in inthrhst 5rom anY abainst aJJ suits anY caushs o5 action, cJaims, Josshs, YhmanYs anY hxqhnshs, incJuYinb 7ut not JimithY to, attornhl ks 5hhs g7otf in-f oush anY outsiYh counshJ” anY cost o5 Jitibation gincJuYinb aJJ actuaJ Jitibation costs incurrhY 7l tfh CLTw, incJuYinb 7ut not JimithY to, costs o5 hxqhrts anY consuJtants”; Yamabhs or Jia7iJitl o5 anl naturh Bfatsoh; hr arisinb out o5 tfh in5rinbhnhnt, actuaJ or aJJhbhY, Yirhet or contri7utorl, o5 anl inthJhctuaJ qroqhrtl ribfts, incJuYinb, Bitfout Jimitation, qathnts, coql ribfts, traYhmarvs, traYh sherhts, ribfts o5 qu7Jicitl anY qroqrihtarl in5ormation gl” on or in anl Yhsibn, mhYum, matthr, articJh, qrochss, mhtfoY, aqqJication, h)uiqmnhnt, Yh; ich, instrumhntation, so5Barh, farYBarh, or 5irmBarh ushY 7l CONVQUTANT, or its su7consuJtants o5 anl tih, in qhr5orminnb tfh Borv unYhr tfis Contractj or g2” as a rhsuJt o5 tfh CLTwkWactuaJ or inthnYhY

ush o5 anl F orv eroYuct 5urnisfhY 71 CONWQUTANT, or its su7consuJtants o5 anl tih, unYhr tfh Contract. Pibfts anY rhmhYihs a; aiJa7Jh to tfh CLTw unYhr tfis qro; ision arh cumuJati; h o5 tfosh qro; iYhY 5or hJshBfhrh in tfis Contract anY tfosh aJJoBhY unYhr tfh JaBs o5 tfh QnithY Waths, tfh Wath o5 CaJi5ornia, anYtfh CLTw. Tfh qro; isions o5 **Article 19** sfaJJ sur; i; h hxqiration or thrmination o5 tfis Contract.

19./ .2 In CONWQUTANTkWyh5hsh o5 tfh CLTw Yh5hYants, nhbotiation, comqromish, anY shtJhnhnt o5 anl sucf in5rinbhnhnt action, tfh Uos AnbhJhs Citl Attornhl ks O55ich sfaJJ rhtain Yiscrhtion in anY controJ o5 tfh Jitibation, nhbotiation, comqromish, shtJhnhnt, anY aqqaJs tfrh5rom, as rh)uirhY 71 tfh Uos AnbhJhs Citl Cfarthr, qarticuJarJl ArticJh II, Wictions 201, 202 anY 20/ tfrho5.

19./ . / F fhrh anl F orv eroYuct 5urnisfhY 71 CONWQUTANT ga” 7hcomhs tfh su7phct o5 an action, g7” is aYpYicathY as in5rinbinb a tfrY qartl ks InthJhctuaJ eroqhrtl ribft, or gc” fas its ush hnpinhY or Jichnsh thrminathY CONWQUTANT sfaJJ, Bitf tfh CLTwkW consht, Yo onh o5 tfh 5oJJoBinb immhYiathJl . CONWQUTANT sfaJJ at its hxqhsh hitfhr’

i” qrocurh 5or tfh CLTw tfh ribft or Jichnsh to continuh usinb tfh F orv eroYuctj or

ii” rhqJach tfh F orv eroYuct Bitf a 5unctionaJl h)ui; aJhnt, non-in5rinbinb qroYuct.

Exhrcish o5 anl o5 tfh a7o; h-mhntionhY oqtions sfaJJ not caush unYuh 7usinhss inthrruqtion to tfh CLTw or Yiminisf tfh inthnYhY 7hnh5its anY ush o5 tfh F orv eroYuct 71 tfh CLTw unYhr tfis Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhss otfrhBish hxhmq, tfis Contract is su7phct to tfh aqqJica7Jh non-Yiscrimination, h) uaJ 7hnh5its, h) uaJhmqJol mhnt qractichs, anYa55irmati; h action qrobram qro; isions in UAAC Wiction 1y.8 ht sh) ., as amhnYhY 5rom timh to timh.

A. CONWQUTANT sfaJJ comqJl Bitf tfh aqqJica7Jh non-



G. Tfh rh)uirhmhnts o5 Whction 1y.8.2.1 o5 tfh UAAC, tfh E)uaJ  
Ghnh5its OrYinanch, anY tfh qro; isions o5 Whction 1y.8.2.1g's' arh  
incorqorathYanYmaYh a qart o5tfis Contract 7l rh5hrhch.

D. Tfh qro; isions o5 Wction ly.8.3 o5 tfh UAAC arh incorqorathY anY maYh a qart o5 tfis Contract 7l rhShrlhnc anY BiJJ 7h vnoBn as tfh (A55rmati; h Action erobram“ qro; isions o5 tfis Contract.

APTLCUE 21

CONWQUTANT abrhhs anY o7Jibaths itshJ5 to utiJi:h tfh shr; ichs o5  
Minoritl Gusinhss Enthrqrish gMGE", F omhn Gusinhss Enthrqrish gF GE",  
WnaJJ Gusinhss Enthrqrish gWGE", Emhrbinb Gusinhss Enthrqrish gEGE",  
Disa7JhY Shthran Gusinhss Enthrqrish gDSGE", anY Otfhr Gusinhss  
Enthrqrish gOGE" 5rms on a Jh; hJ so YhsibnathY in its qroqosaJ.  
CONWQUTANT chrti5ihs tfat it fas comqJihYBitf tfh Gusinhss IncJusion  
erobram outrhacf rh) uirhmhnts o5 Mal oraJ Exhcuti; h Dirhcti; h 13, Bfief  
is incJuYhY as Attacfmhnt 0 to tfh Ph)uhst 5or RuaJi5ications.  
CONWQUTANT sfaJJ not cfanbh anl o5 tfh YhsibnathYsu7consuJtants or  
rhYuch tfhir Jh; hJ o5 h55ort Bitfout qrior Britthn aqqro; aJ o5 tfh CLTw  
qro; iYhYtfat sucf aqqro; aJ BiJJ not 7h unrhasona7Jl Bitf fhJY.

CONWQUTANT fas su7mitthY tfh Uist o5 eothntiaJ  
MGEzF GEzWGEzEGEzDS GEzOGE Wz7consuJtants (**Exhibit C – Schedule A**) aJonb Bitf tfhir qroqosaJ. At tfh timh a sqhci5ic tasv Borv orYhr is assibnhYto tfh consuJtant, tfh consuJtant must su7mit tfh Tasv F orv OrYhr Uist o5 Wz7consuJtants (**Exhibit C - Schedule B**). Durinb tfh thrm o5 tfh contract, tfh CONWQUTANT must su7mit tfh

MGEZ GEZ WGEZ EGEZ DS GEZ OGE QtiJi:ation ero5Jh (**Exhibit C - Schedule C**) Bfhn su7mittinb an in; oich to tfh Citl . Qqon hxqiration or thrmination o5 tfh contract, a summarl o5 tfhsh rhcorYs sfaJJ 7h qrhqarhY on tfh "I inaJ W7consuJtinb Phqort" 5orm (**Exhibit C - Schedule D**) anY chrti5hY corrhct 7l tfh CONWQUTANT or its autfori: hY rhqrhshntati; h. Tfh comqJhthY 5orm sfaJJ 7h 5urnisfhY to tfh CITw Bitf in 14 Borvinb Yal s a5thr hxqiration or thrmination o5 tfh contract.

CONWQUTANT abrhhs anY o7Jibaths itshJ5 to utiJi: h tfh shr; ichs o5 Minoritl , F omhn, WnaJJ, Emhrbinb, Disa7JhYS hthran, anY Otfhr Gusinhss Enthqrish gMGEZ GEZ WGEZ EGEZ DS GEZ OGE” 5irms on a Jh; hJ so YhsibnathY in its qroqosaJ, i5anl . Tfh CITw fasht anticqathY qarticipation Jh; hJs o5 18% MGE, 3% F GE, 24% WGE, 8% EGE, anY / % DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

Nhitfhr qartl sfaJJ 7h Jia7Jh 5or its YhJal or 5aiJurh to qhr5orm anl o7Jibation unYhr anY in accorYanch Bitf tfis Contract, i5tfh YhJal or 5aiJurh arishs out o5 5rhs, 5JooYs, hartf) uavhs, hqiYhmics, )uarantinh rhstrinctions, otfhr naturaJ occurrhncs, strivhs, Jocvouts gotfhr tfan a Jocvout 7l tfh qartl or anl o5 tfh qartl's W7consuJtants”, 5hibft hm7arbohs, thrriorist acts, insurrhctions or otfhr ci; iJ Yistur7anchs, or otfhr simiJar h; hnts to tfosh Yhscri7hY a7o; h, 7ut in hacf cash tfh YhJal or 5aiJurh to qhr5orm must 7h 7hl onYtfh controJ anY Bitf out anl 5auJt or nhbJibhnc h o5 tfh qartl YhJal hY or 5aiJinb to qhr5orm gf hsh h; hnts arh rh5hrrhY to in tfis qro; ision as "I orch Maphurh E; hnts".

Not Bitf stanYinb tfh 5orhboinb, a YhJal or 5aiJurh to qhr5orm 7l a W7consuJtant o5 CONWQUTANT sfaJJ not constituth a I orch Maphurh E; hnt, unJhss tfh YhJal or 5aiJurh arishs out o5 caushs 7hl onYtfh controJ o5 7otf CONWQUTANT anY W7consuJtant, anY Bitf out anl 5auJt or nhbJibhnc h o5 hitfhr o5 tfhm. In sucf cash, CONWQUTANT sfaJJ not 7h Jia7Jh 5or tfh YhJal or 5aiJurh to qhr5orm, unJhss tfh booYs or shr; ichs to 7h 5urnisfhY 7l tfh W7consuJtant Bhrh o7tain a7Jh 5rom otfhr sourschs in su55icihnt timh to qhrmit CONWQUTANT to qhr5orm timhJl . As ushY in tfis Contract, tfh thrm "W7consuJtant" mhans a su7consuJtant at anl tih.

In tfh h; hnt CONWQUTANT kWYhJal or 5aiJurh to qhr5orm arishs out o5 a I orch Maphurh E; hnt, CONWQUTANT abrhhs to ush commhrciaJl rhasona7Jh 7hst h55orts to o7tain tfh booYs or shr; ichs 5rom otfhr sourschs, anY to otfhr Bish mitibath tfh Yamabhs anY rhYuch tfh YhJal caushY 7l tfh I orch Maphurh E; hnt.

## APTICUE 2/

## **SEVERABILITY**

WouJY anl qortion o5 tfis Contract 7h YhthrminhY to 7h ; oiY or

unhn5orcha7Jh, sucf sfaJJ 7h sh; hrhY 5rom tfh BfoJh anY tfh Contract BiJJ  
continuh as moYi5hY.

#### ARTICLE 23

#### **DISPUTES**

WouJYa Yisquth or contro; hrsl arish conchninb qro; isions o5tfis Contract  
or tfh qhr5ormanch o5 Borv fhrhunYhr, tfh qartihs mal hJhet to su7mit sucf  
to a court o5 comqhtnt purisYiction.

#### ARTICLE 24

#### **ENTIRE CONTRACT**

Tfis Contract shs 5ortf aJJ o5tfh ribfts anY Yutihs o5tfh qartihs Bitf rhsqhet  
to tfh su7phet matthr fhrho5, anY rhqJachs anl anY aJJ qrh; ious Contracts or  
unYhrstanYinbs, Bfhtf hr Britthn or oraJ, rhJatinb tfhrto. Tfis Contract mal  
7h amhnYhYonJl as qro; iYhY 5or in ArticJh 14 fhrho5.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl's qhr5ormanch fhrhunYhr sfaJJ comqJl Bitf aJJ aqqJica7Jh JaBs  
o5 tfh QnithY Waths o5 Amhrica, tfh Wath o5 CaJi5ornia, anY tfh CITw,  
incJuYinb 7ut not JimithY to, JaBs rhbarYinb fhaJtf anY sa5htl, Ja7or anY  
hmqJol mhnt, Babh anY fours anY Jichnsinb JaBs Bfief a55het hmqJol hhs.  
Tfis Contract sfaJJ 7h hn5orchY anY inthrqrhthY unYhr tfh JaBs o5tfh Wath  
o5 CaJi5ornia Bitfout rhbarY to con5Jict o5 JaB qrinciqJhs. CONWQUTANT  
sfaJJ comqJl Bitf nhB, amhnYhY, or rh; ishY JaBs, rhbuJations, anY or  
qrochYurhs tfat aqqJl to tfh qhr5ormanch o5tfis Contract.

In anl action arisinb out o5 tfis Contract, CONWQUTANT conshts to  
qhrsonaJ purisYiction, anY abrhhs to 7rinb aJJ sucf actions, hxcJusi; hJl in  
stath or 5hYhraJ courts JocathY in Uos AnbhJhs

I5 anl qart, thrm or qro; ision o5 tfis Contract is fhJY ; oiY, iJhbaJ,  
unhn5orcha7Jh, or in con5Jict Bitf anl JaB o5 a 5hYhraJ, stath or JocaJ  
bo; hrnmhnt fa; inb purisYiction o; hr tfis Contract, tfh ; aJiYitl o5 tfh  
rhmaininb qarts, thrms or qro; isions o5 tfh Contract sfaJJ not 7h a55hethY  
tfhrh7l.

#### ARTICLE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

I5 aqqJica7Jh, CONWQUTANT rhqrshnts tfat it fas o7tainhY anY qrhshntJl  
foJYs tfh Gusinhss Tax Phbistration Chrti5icathgs" rh) uirhY 7l tfh CITw'W  
Gusinhss Tax OrYnanch, Wction 21.yy *et seq.* o5 tfh Uos AnbhJhs  
MuniciaJ CoYh. I or tfh thrm co; hrhY 7l tfis Contract, CONWQUTANT

sfaJJ maintain, or o7tain as nhchssarl , aJJ sucf Chrti5caths rh) uirhY o5 it unYhr tfh Gusinhss Tax OrYinanch, anYsf aJJ not aJJoB anl sucf Chrti5cath to 7h rh; ovhYor susqhnYhY.

## APTICUE 28

### **BONDS**

AJJ 7onYs rh) uirhY 7l CITw sf aJJ 7h 5iJhY Bitf tfh O55ich o5 tfh Citl AYministrati; h O55ichr, Pisv Manabhmhnt 5or its rh; ihB anYacchqtanch in accorYanch Bitf Uos AnbhJhs AYministrati; h CoYh gUAAC“” Wctions 11.30 ht sh) ., as amhnYhY 5rom timh to timh.

## APTICUE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

Tfis Contract is su7phct to tfh Cf iJY Wiqqort Assibnmhnt OrYhrs OrYinanch, Wction 1y.1y o5 tfh Uos AnbhJhs AYministrati; h CoYh, as amhnYhY 5rom timh to timh. CONWQUTANT is rh) uirhY to comqJlth a Chrti5cation o5 ComqJianch Bitf Cf iJY Wiqqort O7libations Bfief is attacfhY fhrhto as **Exhibit E** anYincorqorathYfhrhin 7l tfis rh5hrhnh. eursuant to tfh Cf iJY Wiqqort Assibnmhnt OrYhrs OrYinanch, CONWQUTANT BiJJ 5uJl comqJl Bitf aJJ aqqJica7Jh stath anY5hYhraJhmqJol mhnt rhqortinb rh) uirhmhnts 5or CONWQUTANTkWhmqJol hhs. CONWQUTANT sf aJJ aJso chrti5l gl” tfat tfh qrinciqaj oBnhrgs” o5 CONWQUTANT is garh” in comqJianch Bitf anl F abh anY Earninbs Assibnmhnt OrYhrs anY Notichs o5 Assibnmhnt aqqJica7Jh to tfhm qhrsonaJl j g2” tfat CONWQUTANT BiJJ 5uJl comqJl Bitf aJJ JaB5uJl shr; hYF abh anY Earninbs Assibnmhnt OrYhrs anY Notichs o5 Assibnmhnt in accorYanch Bitf Wction 42/ y, *et seq.* o5 tfh CaJi5ornia I amiJl CoYhj anY g” tfat CONWQUTANT BiJJ maintain sucf comqJianch tfroubfout tfh thrm o5 tfis Contract.

eursuant to Wction 1y.1yg7” o5 tfh Uos AnbhJhs AYministrati; h CoYh, 5aiJurh o5 CONWQUTANT to comqJl Bitf aJJ aqqJica7Jh rhqortinb rh) uirhmhnts or to imqJlhmhnt JaB5uJl shr; hY F abh anY Earninbs Assibnmhnt OrYhrs anY Notichs o5 Assibnmhnt, or tfh 5aiJurh o5 anl qrinciqaj oBnhrgs” o5 CONWQUTANT to comqJl Bitf anl F abh anY Earninbs Assibnmhnt OrYhrs or Notichs o5 Assibnmhnt aqqJica7Jh to tfhm qhrsonaJl , sf aJJ constituth a Yh5auJt 7l tfh CONWQUTANT unYhr tfis Contract, su7phctinb tfis Contract to thrmination i5 sucf Yh5auJt sf aJJ continuh 5or morh tfan ninhtl g9y” Yal s a5thr notich o5 sucf Yh5auJt to CONWQUTANT 7l tfh CITw.

Anl su7contract hnthrhY into 7l CONWQUTANT, to tfh hxtthnt aJJoBhY fhrhunYhr, sf aJJ incJuYh a Jivh qro; ision 5or Borv to 7h qhr5ormhY unYhr tfis Contract. I aiJurh o5 CONWQUTANT to o7tain comqJianch o5 its su7consuJtants sf aJJ constituth a Yh5auJt 7l CONWQUTANT unYhr tfis Contract, su7phctinb tfis Contract to thrmination Bfhrh sucf Yh5auJt sf aJJ continuh 5or morh tfan ninhtl g9y” Yal s a5thr notich o5 sucf Yh5auJt to

CONTRACTANT 71 the CLTW.

CONTRACTANT certifies that, to the best of its knowledge, it is fully compliant with the Earned Wage Security Act of 2015 (EWSA), which requires employers to pay wages to employees on a regular basis, and to provide a written policy regarding wage payment. The CONTRACTANT certifies that it is in compliance with the EWSA and that it will continue to maintain compliance with the EWSA.

ARTICLE / y

**LIVING WAGE ORDINANCE**

CONTRACTANT shall comply with the City of Los Angeles, California, Living Wage Ordinance (LWO), as amended from time to time. CONTRACTANT shall pay its employees a wage that is at least equal to the minimum wage established by the LWO for the applicable industry. The CONTRACTANT shall also comply with the LWO's requirements for record-keeping and reporting.

ARTICLE / 1

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONTRACTANT shall comply with the City of Los Angeles, California, Service Contractor Worker Retention Ordinance (SCWRO), as amended from time to time. The CONTRACTANT shall retain its workers for a minimum of 90 days after the completion of the project.

ARTICLE / 2

**ACCESS AND ACCOMMODATIONS**

CONTRACTANT shall provide access to its facilities for all persons, including persons with disabilities.

- A. CONTRACTANT shall comply with the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. § 12101 et seq., and the California Fair Employment and Housing Act (FEHA), as amended, California Civil Code § 199.5, and the California Unruh Civil Rights Act, as amended, California Civil Code § 51 et seq.
- G. CONTRACTANT shall not discriminate on the basis of race, ethnicity, or national origin in its employment practices, including hiring, promotion, and termination.
- C. CONTRACTANT shall provide reasonable accommodations to its employees with disabilities, as required by the ADA and FEHA.
- D. Construction of the project shall be in accordance with the City of Los Angeles, California, Construction Code, as amended, and the California Building Code, as amended.

E. Tfh 7uiJYinbs anY 5aciJitihs ushY to qro; iYh shr; ichs unYhr tfis Contract arh in comqJianch Bitf tfh 5hYhraJ anY stath stanYarYs 5or acchssi7iJitl as sht 5ortf in tfh 2yly ADA WanYarYs, CaJi5ornia TitJh 23, Cfaqrh 11, or otf hr aqqJica7Jh 5hYhraJ anY stath JaB.

CONWQUTANT unYhrstanYs tf at CLTw is rhJl inb uqon tfhsh chrti5ications anYrhqrhshntations as a conYition to 5unYinb tfis Contract. Anl su7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5ormhY unYhr tfis Contract must incJuYh an iYhnticaJ qro; ision.

#### ARTICLE //

#### **WAIVER**

A Bai; hr o5 a Yh5auJt o5 anl qart, thrm or qro; ision o5 tfis Contract sf aJl not 7h construhY as a Bai; hr o5 anl succhhYinb Yh5auJt or as a Bai; hr o5 tfh qart, thrm or qro; ision itshJ5. A qartl ks qhr5ormanch a5hr tfh otf hr qartl ks Yh5auJt sf aJl not 7h construhY as a Bai; hr o5 tf at Yh5auJt.

#### ARTICLE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONWQUTANT mal not, unJhss it fas 5irst o7tainhYtfh Britthn qhrmission o5tfh CLTw'

ga'' Assibn or otf hrBish aJhnath anl o5 its ribfts unYhr tfis Contract, incJuYinb tfh ribft to qal mhntj or

g7'' DhJhbath, su7contract, or otf hrBish trans5hr anl o5 its Yutihs unYhr tfis Contract.

#### ARTICLE / 4

#### **PERMITS**

CONWQUTANT anYits Yirhetors, o55ichrs, qartnhrs, abhnts, hmqlol hhs anY su7consulants, to tfh hxtlnt aJlBhY fhrhunYhr, sf aJl o7tain anY maintain aJl Jichnshs, qhrmits, chrti5ications anY otf hr Yocumhnts nhchssarl 5or CONWQUTANTkWqhr5ormanch fhrhunYhr anY sf aJl qal anl 5hhs rh) uirhY tfhrh5or. CONWQUTANT chrti5ihs to immhYiathJl noti5l tfh CLTw o5 anl susqhn5ion, thrmination, Jaqshs, non-rhnhBaJs, or rhstrinctions o5 Jichnshs, qhrmits, chrti5icaths, or otf hr Yocumhnts.

#### ARTICLE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONWQUTANT sf aJl qromqtJl qal Bfhn Yuh aJl amounts qal a7Jh 5or Ja7or anY mathriaJs 5urnisfhY in tfh qhr5ormanch o5tfis Contract so as to qrh; hnt anl Jhn or otf hr claim unYhr anl qro; ision o5 JaB 5rom arisinb abaint anl CLTw qroqrhtl gincJuYinb rhqorts, Yocumhnts, anY otf hr tanbi7Jh or intanbi7Jh matthr qroYuchY 7l CONWQUTANT fhrhunYhr'', abaint CONWQUTANT'Wribfts to qal mhnts fhrhunYhr, or abaint tfh CLTw, anY



sfaJJ qal aJJ amounts Yuh unYhr tfh QnhmqJol mhnt Insuranch Act Bitf rhsqhet to sucf Ja7or.

APTICUE / 0

**BEST TERMS**

Tfroubfout tfh thrm o5 tfis Contract, CONWQUTANT, sfaJJ o55hr CLTw tfh 7hst thrms, qrichs, anY Yiscounts tfat arh o55hrhY to anl o5 CONWQUTANTkWeustomhrs 5or simiJar booYs anYshr; ichs qro; iYhYunYhr tfis Contract.

APTICUE / 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT sfaJJ comqJl Bitf tfh Contractor Phsqonsi7iJitl OrYinanch, UAAC Wction 1y.3y ht sh) ., as amhnYhY 5rom timh to timh.

APTICUE / 9

**BREACH**

Exchqt 5or hxcusa7Jh YhJal s as Yhscri7hY in **Article 22**, i5 anl qartl 5aiJs to qhr5orm, in Bf oJh or in qart, anl qromish, co; hnant, or abrhmhnt sht 5ortf fhrhin, or sfouJY anl rhqrshntation maYh 7l it 7h untruh, anl abbrih; hY qartl mal a; aiJ itshJ5 o5 aJJ ribfts anY rhmhYhs, at JaB or h) uilt , in tfh courts o5 JaB. WaiYribfts anY rhmhYhs arh cumuJati; h o5tf osh qro; iYhY 5or fhrhin hxchqt tfat in no h; hnt sfaJJ anl qartl rhco; hr morh tf an onch, su55hr a qhnaJtl or 5or5hiturh, or 7h unpustJl comqhnsathY.

APTICUE 3y

**SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT sfaJJ comqJl Bitf tfh Wa; hrl DiscJosurh OrYinanch, UAAC Wction 1y.31 ht sh) ., as amhnYhY 5rom timh to timh. Anl su7contract hnthrhY into 7l CONWQUTANT 5or Borv to 7h qhr5ormhY unYhr tfis Contract must incJuYh an iYhticaJ qro; ision.

APTICUE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

QnJhss otfhrBish hxhmq, i5tfis Contract is ; aJuhYat \$1yy,yyy or morh anY rh)uirhs aqqro; aJ 7l an hJhethY CLTw o55ich, CONWQUTANT, CONWQUTANTkW qrinciqas, anY CONWQUTANTkW Wi7consultants hxqhethY to rhchi; h at Jhast \$1yy,yyy 5or qhr5ormanch unYhr tfh Contract, anYtfh qrinciqas o5tfosh Wi7consultants gfh (PhstricthY ehrsns"" sfaJJ comqJl Bitf Cfarthr Wction 30yg"gl2" anY UAMC Wction 39.0./4. I aiJurh to comqJl hntitJhs CLTw to thrminath tfis Contract anYto qursuh aJJ a; aiJa7Jh JhbaJ rhmhYhs. Cfarthr Wction 30yg"gl2" anY UAMC Wction 39.0./4 Jimit tfh a7iJitl o5 tfh PhstricthY ehrsns to mavh camqaibn contri7utions to anYhnbabh in 5unYraisinb 5or chrtain hJhethYCLTw o55iciaJs or canYiYaths 5or hJhethYCLTw o55ich 5or tBhJ; h montf s a5hr tfis Contract

is sibnhY. AYYitionaJl, a CONVQUTANT su7phet to Cfarthr Wction 30yg”gl2” is rh)uirhY to comqJl Bitf YiscJosurh rh)uirhnhnts 7l su7mittinb a comqJlthY anY sibnhY Etfics Commission Iorm 44 anY to amhnY tfh in5ormation in tfat 5orm as sqheci5hY 7l JaB. Anl CONVQUTANT su7phet to Cfarthr Wction 30yg”gl2” sfaJJ incJuYh tfh 5oJJoBinb notich in anl contract Bitf anl W7consultant hxqhethYto rhchi; h at Jhast \$1yy,yyy 5or qhr5ormanch unYhr tfis Contract’

(Notich PhbarYinb Phstrictions on Camqaibn Contri7utions anY I unYraisinb in Citl EJhctions

wou arh a su7consultant on Citl o5 Uos AnbhJhs Contract #\_\_\_\_\_. eursuant to tfh Citl o5Uos AnbhJhs Cfarthr Wction 30yg”gl2” anY rhJathY orYinanchs, lou anYl our qrincipaJs arh qrofi7ithY 5rom mavinb camqaibn contri7utions to anY 5unYraisinb 5or chrtain hJhethY Citl o5 Uos AnbhJhs g CLTw“” o55iciaJs anY canYiYaths 5or hJhethY CLTw o55ich 5or tBhJ; h montf s a5thr tfh CLTw contract is sibnhY. wou arh rh)uirhY to qro; iYh tfh namhs anY contact in5ormation o5l our qrincipaJs to tfh CONVQUTANT anY to amhnYtfat in5ormation Bitf in thn 7usinhss Yal s i5 it cfanbhs Yurinb tfh tBhJ; h montf timh qhrioY. I aiJurh to comqJl mal rhsuJt in thrmination o5tfis Contract anYanl otfhr a; aiJa7Jh JhbaJ rhmhYihs. In5ormation a7out tfh rhstrictions mal 7h 5ounYonJinh at htfics.Jacitl .orb or 7l caJJinb tfh Uos AnbhJhs Citl Etfics Commission at g21/”908-196y.“

## APTICUE 32

### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT sfaJJ comqJl Bitf tfh Iirst Wurch Hirinb OrYinanch, UAAC Wction 1y.33 ht sh)., as amhnYhY 5rom timh to timh. Anl su7contract hnthrhY into 7l CONVQUTANT 5or Borv to 7h qhr5ormhY unYhr tfis Contract must incJuYh an iYhnticaJ qro; ision.

## APTICUE 31

### **IRAN CONTRACTING ACT**

In accorYanch Bitf CaJi5ornia eu7Jic Contract CoYh Wctions 22yy-22y8, aJJ 7iYYhrs su7mittinb qroqosaJs 5or, hnthrinb into, or rhnhBinb contracts Bitf tfh Citl o5Uos AnbhJhs 5or booYs anYshr; ichs hstimathYat \$1,yyy,yyy or morh arh rh)uirhY to comqJlth, sibn, anY su7mit tfh (Iran Contractinb Act o52y1y ComqJianch A55iYa; it“.

## APTICUE 33

### **SUSPENSION**

At CLTwkWsoJh Yiscrhtion, CLTw mal susqhnYanl or aJJ shr; ichs qro; iYhY unYhr tfis Contract 7l qro; iYinb CONVQUTANT Bitf Britthn notich o5 susqhn5ion. Qqon rhchiqt o5tfh notich o5susqhn5ion, CONVQUTANT sfaJJ immhYiathJl chash tfh shr; ichs susqhnYhYanYsf aJJ not incur anl aYYitionaJ o7Jibations, costs or hxqhnshs to CLTw untiJ CLTw bi; hs Britthn notich to rhcommhnhch tfh shr; ichs.

## APTLCUE 36

## CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

[illegible]

## LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT

Notwithstanding any other provision of law, this Contract, including any exhibits or attachments incorporated herein, and any order of the Court to compel Bitfarms to perform its obligations hereunder, shall be null and void and of no effect.

anl qal mhnts to CONWQUTANT unJhss CLTw sfaJJ fa; h 5irst maYh an aqqroqriation o5 5unYs h) uaJ to or in hxcHss o5 its o7Jibation to mavh anl qal mhnts as qro; iYhY in tfis Contract. CONWQUTANT abrhhs tfat anl shr; ichs qro; iYhY 7l CONWQUTANT, qurefashs maYh 7l CONWQUTANT or hxqhnsHs incurrhY 7l CONWQUTANT in hxcHss o5 tfh aqqroqriationgs” sfaJJ 7h 5rhh anYBitf out cf arbh to CLTw anYCLTw sfaJJ fa; h no o7Jibation to qal 5or tfh shr; ichs, qurefashs or hxqhnsHs. CONWQUTANT sfaJJ fa; h no o7Jibation to qro; iYh anl shr; ichs, qro; iYh anl h) uiqmHnt or incur anl hxqhnsHs in hxcHss o5 tfh aqqroqriathY amountgs” untiJ CLTw aqqroqriaths aYYitonaJ 5unYs 5or tfis Contract.

#### APTICUE 38

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

CONWQUTANT sfaJJ comqJl Bitf aJJ iYHntitl tfh5 JaBs incJuYnb Bitf out Jimitation, JaBs rhJathY to’ gl” qal mhnt Yh; ichsj g2” crhYit anY Yh7it carY 5rauYj anY g’ ” tfh I air anY Accurath CrhYit Transactions Act g I ACTA“”, incJuYnb its rh) uirhmHnt rhJatinb to tfh conthnt o5 transaction rhchiqts qro; iYhY to Customhrs. CONWQUTANT aJso sfaJJ comqJl Bitf aJJ rh) uirhmHnts rhJathY to maintaininb comqJianch Bitf eal mhnt CarY InYustrl Data Wcuritl WanYarYs g(eCLDWW”. Durinb tfh qhr5ormanch o5 anl shr; ich to instaJJ, qrobram or uqYath qal mhnt Yh; ichs h) uiqqhY to conYuct crhYit or Yh7it carY transactions, incJuYnb eCL DWW shr; ichs, CONWQUTANT sfaJJ ; hri5l qroqhr truncation o5 rhchiqts in comqJianch Bitf I ACTA.

#### APTICUE 39

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJi5ornia eu7Jic Phsourchs CoYh Wction 4163 qrofi7its a qu7Jic abhncI 5rom firinb a qhrson 5or hmqJol mhnt or as a ; oJunthhr to qhr5orm shr; ichs at anl qarv, qJal brounY, or communitl chnthr ushY5or rherhationaJ qurqoshs in a qosition tfat fas suqhr; isorl or YisciqJinarl autforitl o; hr anl minor, i5tfh qhrson fas 7hhn con; icthYo5chrtain crimhs as rh5hrhncHY in tfh ehnaJ CoYh anY articuJathY in CaJi5ornia eu7Jic Phsourchs CoYh Wction 4163g”g2”.

I5 aqqJica7Jh, CONWQUTANT sfaJJ comqJl Bitf CaJi5ornia eu7Jic Phsourchs CoYh Wction 4163, anYsfaJJ aYYitonaJJl aYfhrh to aJJ ruJhs anY rhbuJations tfat fa; h 7hhn aYoqthY or tfat mal 7h aYoqthY 7l CLTw. CONWQUTANT is rh) uirhY to fa; h aJJ hmqJol hhs, ; oJunthhrs anY Wi7consuJtants gincJuYnb aJJ hmqJol hhs anY ; oJunthhrs o5 anl Wi7consuJtant” o5 CONWQUTANT Borvinb on qrhmisHs to qass a 5inbhrqrint anY 7acvbrounY cfhev tfroubf tfh CaJi5ornia Dhqartmhnt o5 dustich at CONWQUTANTkWoJh hxqhnsH, inYicatinb tfat sucf inYi; iYuaJs fa; h nh; hr 7hhn con; icthYo5chrtain crimhs as rh5hrhncHY in tfh ehnaJ CoYh

anYarticuJathY in CaJiSornia eu7Jic Phsourchs CoYh Wction 4163ga'g2", i5 tfh inYi; iYuaJ BiJl fa; h suqhr; isorl or YisciqJinarl autforitl o; hr anl minor.

APTICUE 4y

**POSSESSORY INTERESTS TAX**

Pibfts branthY to CONWQUTANT 7l CITw mal crhath a qosshssorl inthrhst. CONWQUTANT abrhhs tfat anl qosshssorl inthrhst crhathY mal 7h su7phct to CaJiSornia Ph; hnuh anYTaxation CoYh Wction 1y0.6 anYa qroqhrtl tax mal 7h Jh; ihY on tfat qosshssorl inthrhst. I5 aqqJica7Jh, CONWQUTANT sfaJJ qal tfh qroqhrtl tax. CONWQUTANT acvnoB.JhYbhs tfat tfh notich rh)uirhY unYhr CaJiSornia Ph; hnuh anY Taxation CoYh Wction 1y0.6 fas 7hhn qro; iYhY.

APTICUE 41

**CONFIDENTIALITY**

AJJ Yocumhnts, inSormation anYmathriaJs qro; iYhYto CONWQUTANT 7l CITw or Yh; hJoqhY 7l CONWQUTANT qursuant to tfis Contract goJhcti; hJl (ConSiyhntiaJ InSormation"" arh conSiyhntiaJ. CONWQUTANT sfaJJ not qro; iYh or YiscJosh anl ConSiyhntiaJ InSormation or tfhir conthnts or anl inSormation tfrhin, hitfhr oraJJl or in Britinb, to anl qhrson or hntitl , hxchqt as autfori: hY7l CITw or as rh)uirhY7l JaB. CONWQUTANT sfaJJ immhYiathJl notiSl CITw o5 anl atthmqt 7l a tfirYqartl to o7tain acchss to anl ConSiyhntiaJ InSormation. Tfis qro; ision BiJl sur; i; h hxqiration or thrmination o5tfis Contract.

APTICUE 42

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJhss otfhrBish hxhmqt in accorYanch Bitf tfh qro; isions o5 tfis OrYinanch, tfis Contract is su7phct to tfh DiscJosurh o5 GorYhr F aJJ Contractinb OrYinanch, Wction 1y.4y o5 tfh Uos AnbhJhs AYministrati; h CoYh, as mal 7h amhnYhY5rom timh to timh. CONWQUTANT chrtiShs tfat it fas comqJihYBitf tfh aqqJica7Jh qro; isions o5tfis OrYinanch. I aiJurh to 5uJJl anYaccurathJl comqJhth tfh a55Ya; it mal rhsuJt in thrmination o5tfis Contract.

APTICUE 4/

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

EmqJol hhs o5 ConsulJtant anYxor qhrsons Borvinb on its 7hfaJ5, incJuYinb, 7ut not JimithY to, su7consulJtants goJhcti; hJl , (Contractor ehrsnonnhJ""; BfiJh qhrSorminb shr; ichs unYhr tfis Contract anY qrior to inthractinb in qhrson Bitf Citl hmqJol hhs, contractors, ; oJunthhrs, or mhm7hrs o5 tfh qu7Jic goJhcti; hJl , (In-ehrsnon Wfr; ichs"" must 7h 5uJJl ; accinathYabainst tfh no; hJ corona; irus 2y19 g COS ID-19"". (I uJJl ; accinathY" mhans tfat

13 or morh Yal s fa; h qasshY sinch Contractor ehrsonnhJ fa; h rhchi; hYtfh 5naJ Yosh o5 a tBo-Yosh COS ID-19 ; accinh shrihs gMoYhrna or e5: hr-GioNThcf” or a sinbJh Yosh o5 a onh-Yosh COS ID-19 ; accinh gdofnson & dofnsonzansshn” anY aJJ 7oosthr Yoshs rhcommhnYhY 7l tfh Chnthrs 5or Dishash ControJ anYerh; hntion. erior to assibninb Contractor ehrsonnhJ to qhr5orm In-ehrson Wwr; ichs, Consultant sfaJJ o7tain qroo5 tfat sucf Contractor ehrsonnhJ fa; h 7hhn 5uJJ ; accinathY. Consultant sfaJJ rhtain sucf qroo5 5or tfh Yocumhnt rhthtntion qhr5oY sht 5ortf in tfis Contract. Consultant sfaJJ brant mhYicaJ or rhJibious hxhmqtions g(Exhmqtions“” to Contractor ehrsonnhJ as rh)uirhY 7l JaB. I5 Consultant Bisfhs to assibn Contractor ehrsonnhJ Bitf Exhmqtions to qhr5orm In-ehrson Wwr; ichs, Consultant sfaJJ rh)uirh sucf Contractor ehrsonnhJ to unYhrbo BhhvJl COS ID-19 thstinb, Bitf tfh 5uJJ cost o5 thstinb to 7h 7ornh 7l Consultant. I5 Contractor ehrsonnhJ thst qositi; h, tfhl sfaJJ not 7h assibnhY to qhr5orm In-ehrson Wwr; ichs or, to tfh hxthtnt tfhl fa; h aJrhaYl 7hhn qhr5orminb In-ehrson Wwr; ichs, sfaJJ 7h immhYiathJl rhmo; hY 5rom tfosh assibnmhnts. I urtfhrmorh, Consultant sfaJJ immhYiathJl noti5l Citl i5 Contractor ehrsonnhJ qhr5orminb In-ehrson Wwr; ichs gl” fa; h thstY qositi; h 5or or fa; h 7hhn YiabnoshYBitf COS ID-19, g2” fa; h 7hhn in5ormhY7l a mhYicaJ qro5ssionaJ tfat tfhl arh JivhJl to fa; h COS ID-19, or g” mhht tfh crithria 5or isoJation unYhr aqqJica7Jh bo; hrnmhnt orYhrs.

EXCEET AWEXePEWUw MODII IED fhrhin, tfh Contract hxhcuthYon \_\_\_\_\_ rhmains uncf anbhY.

IN F ITNEWWF HEPEOI , tfh qartihs fhrhto fa; h hxhcuthY tfis AmhnYmhnt No. \_\_\_\_\_ on tfh Yal anYl har Britthn 7hJoB.

## **MCMILLEN JACOBS ASSOCIATES**

**By: Jns othos Bns eateel**

**Title: Leod Aaanciote**

**Dote:**

## **CITY OF LOS ANGELES**

**By: Greg Gnnd**

**Title: Preaides t, Bnord nf Public Wnrka**

**Dote:**

**By:**

**Dote:**



**ATTEST:**

HOUUw U. F OUCOTT, Citl CJhrv

**By:**

**Dote:**

**APPROVED AS TO FORM:**

MICHAELUN. I EQEP, Citl Attornhl

**By:**

**Title: Asaiatos t City Attnrs ey**

**Dote:**

AMENDMENT NO. 1

to

Contract No. C-129662

for t5f

the E-PRAQUED ON-CAQQI AFTEI ATEe AND ENW& ONMENTAQ  
ENS UNEEe UNS FEe WCEf CONTe ACT

VftGffn

CUTB OL QOF ANS EQEF

anw

hAe FONF

AMENDMENT NO. 1 TO CONTE ACT NO. C-129662YLOe he E-PRAQUED ON-CAQQ  
I AFTEI ATEe AND ENW& ONMENTAQENS UNEEe UNS FEe WCEf VETI EEN Td E  
CUTB OL QOF ANS EQEF AND hAe FONF.

T5,HAi fnwi fnt i ow,4fHt5f Contract fsfcntfwon xmJ 12Y2l 1yY0ftGffn t5f C,tJ o4  
QoHAn7fuHb5frf,na4fr rf4frfwto aHgCUTB(“anwharHbnHb5frf,na4fr rf4frfwto aH  
gCONFRQTANT(“.

## I UTNEFFETd

I d Ee EAFYCUTB ,Hhfwa e f”mfH 4or P nau4,cat,onHbe LP “on Ff) tfi 0fr 29Y2l 16 4or  
)roqct i ana7fi fntY )uann,n7Y wfH7n anw conHrnt,on i ana7fi fnt 4or GaHfGatfr anw  
Hori Gatfr rfutfw )roqctHanw CONFRQTANT Hh0i ,ttfw a Hatfi fnt o4 ”nau4,cat,onH ,n  
rfH onHpanw

I d Ee EAFYCONFRQTANT wfi onHratfw”nau4,cat,onHto )fr4ori Ha,w Hfrj ,cfHanw  
GaHHfufctfw0J CUTB Ha440aHwon t5f fj aunat,on cr,tfr,a Hft 4ort5 ,n t5f e LP panw

I d Ee EAFYon xmJ 12Y2l 1yYContract No. C-129662 GaHaGarfwto CONFRQTANTY  
t5f tfri Ho4G5,c5 G,wfs ),rf on xmJ 11Y2l 22panw

I d Ee EAFY t5f CONFRQTANT ,H cmrrfntuJ )roj ,wn7 on-cau GaHfGatfr anw  
fnj ,roni fntaufn7,nfrr,n7 Hfrj ,cfH4or t5f j ar,onHDf)arti fnt o4hn0uc I or; H)roqctHanw5aH  
t5f ca)ac,tJ anwfs) fr,fncfw) frHnnfuto )roj ,wf t5f rf”mrfwHfrj ,cfHpanw

I d Ee EAFYt5f CUTB anwCONFRQTANT 5aj f a7rffwto fstfnwt5f tfri o4t5f Contract  
0J v awwt,onauJ farHt5ron75 xmJ 11Y2l 2ypanw

I d Ee EAFYt5f CUTBkf Df)arti fnt o4hn0uc I or; HVmrfamo4En7,nfrr,n7Yb5frf,na4fr  
rf4frfw to aH gVRe EAR(“Y,H t5f hro7rai Mana7fr anw oj frHfH t5f CONFRQTANTkf  
)fr4ori ancf o4t5,HContractpanw

NOI YTd Ee ELOe EY,n conHwfrat,on o4 t5f 4orf7o,n7 anw o4 t5f 0fnf4,tHG5,c5 G,u  
accrnf to t5f )art,fH5frfto ,n carrJ,n7 ont t5f convt,onHo4t5,HAi fnwi fnt No. 1YContract No.  
C-129662 ,H5frf0J ai fnwfwH4ouoGH

## Ae TUCQE 1

## DEFINITIONS

No C5an7f

## Ae TUCQE 2

## PROJECT DESCRIPTION

Art,cuf 2 ,H5frf0J ai fnwfw,n ,tHfnt,rftJ to rfawaH4ouoGH

On cfrta,n hn0uc I or; H)roqctHt5f Vmrfamo4En7,nfrr,n7 )uanHto nt,u: f  
conHutantH to )roj ,wf )ro7rai i ana7fi fntY )roqct i ana7fi fntY

)uann,n7Y wfH7n anw conHrnet,on i ana7fi fnt 4or GaHfGatfr anw Hori Gatfr rfuatfw)roqctHfbi ft,i fHon an fi fr7fncJ 0aHfHYw,n7 t5f comH o4a tfn-J far ) fr,ow. T5fH Hfj ,cfHi aJ ,ncumfY0nt arf not ui ,tfw to t5f oj frau)uann,n7YwfH7n anwconHrnet,on i ana7fi fnt o4GaHfGatfr anw Hori Gatfr rfuatfw)roqctHf5 aHconj fJancf HfHfi HYa0atfi fnt 4ac,ut,fHY )ni ),n7 )uantHY trfati fnt 4ac,ut,fHY owor controuY rfcJcufwrfcua,i fw Gatfr )roqctHanw ot5fr GaHfGatfr anw Hori Gatfr 4ac,ut,fHoGnfwor )uannfw0J t5f CUTB.

Ae TUCQE /

## **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Art,cuf / ,H5frf0J ai fnwfwto awwFfct,on / ./ to rfawaH4ouoGH

/ ./ e ftfnt,on o4e fcorwHfAnwt anwe f) orth

CONTe ACTOe Hfau i a,nta,n aurfcorwHf,ncum,n7 rfcorwHo44nanc,au tranHact,onHf) frta,n,n7 to t5f ) fr4ori ancf o4t5,HContractY,n t5f,r or,7,nau 4ori or aHot5frG,H a)) roj fw0J CUTB. T5fH rfcorwHfHfau0f rfta,nfw4or a ) fr,owo4no uHfHt5an t5rff J farH4roi t5f uatfr o4t5f 4ouoG,n7' bl“4nau )aJi fnt i awf 0J CUTBYb2“ t5f fs),rat,on o4 t5,H Contract or b/“ tfri ,nat,on o4t5,HContract. T5f rfcorwHG,u0f Hf0qct to fsai ,nat,on anw amwt 0J ant5or,: fwCUTB ) frHnnfuor CUTBkf rf) rfHntat,j fHat anJ t,i f. CONTe ACTOe Hfau ) roj ,wf anJ rf) orthrf”mfHfw 0J CUTB rf7arw,n7 ) fr4ori ancf o4 t5,H Contract. AnJ Hf0contract fntfrfw ,nto 0J CONTe ACTOe 4or Gor; to 0f ) fr4ori fwmwfr t5,HContract i nH,ncumf an ,wnt,cau) roj ,Hon.

U ufm04rfta,n,n7 t5f rfcorwH4or t5f tfri aH) rfHr,0fw,n t5,H) roj ,HonY CONTe ACTOe i aJYm) on CUTBkf Gr,ttfn a)) roj auYHf0i ,t t5f rf”mr fw ,n4ori at,on to CUTB ,n an fufctron,c 4ori atYf.7. RFV 4aHf wr,j fYat t5f fs),rat,on or tfri ,nat,on o4t5,HContract.

Ae TUCQE 3

## **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Art,cuf 3 ,H5frf0J ai fnwfw,n ,th4rH ) ara7ra) 5 to rfawaH 4ouoGH

CUTB wfH7natfH Et5an V. I on7 aH ,th ENS UNEEe Y rf) rfHnt,n7 t5f CUTB ,n au i attfrHG,t5,n t5f Hf0f o4 t5,HContract rfuat,n7 to t5f conwnt anwa)) roj auo4t5f Gor; to 0f ) fr4ori fw I 5fnfj fr t5f tfri "a)) roj auo4CUTBY"conHnt G,t5 CUTBY"con4fr G,t5 CUTBY or Hf ,uar tfri Harf nHfwYt5fJ Hfaurf4fr to t5f ENS UNEEe . T5f ENS UNEEe i aJ wfH7natf an aHfHant to act ,n 5,Hfaw.

Ae TUCQE v

**TERM OF CONTRACT**

Art,cuf v ,H5frf0J ai fnwfw,n ,thfnt,rftJ to rfawaH4oupGH

RnufHHot5frG,H )roj ,wfwT5f tfri o4t5,HContract H5au0f7,n on t5f watf o4 4mu fsfcnt,on o4 t5,HContract anw H5au fs),rf ,n 1l JfarHmufHH tfri ,natfwaH)roj ,wfwmwfr Art,cuf 13 or fstfnwfw0J ai fnwi fnt to t5,H Contract.

T5f watf o4 4mu fsfcnt,on ,Hwf4,nfwaHt5f watf G5fn auo4t5f 4oupG,n7 fj fntH5aj f occnrrfw

ba“ T5,HContract 5aH0ffn H7nfwon 0f5au4o4CONFRQTANT 0J t5f )frHbn or )frHbnHant5or,: fwto 0,nwCONFRQTANT 5frftop

b0“ T5,HContract 5aH0ffn a) )roj fw0J t5f C,tJ Comc,uanwz0r 0J t5f VoarwYo4,cfr or fi )wJff ant5or,: fwto 7,j f H5a) )roj aup

bc“ T5f O4,cf o4t5f C,tJ AttornfJ 5aH,nwcatfw,n Gr,t,n7 ,tHa) )roj au o4t5,HContract aHto 4ori panw

bw“ T5,HContract 5aH0ffn H7nfwon 0f5au4o4t5f CUTB 0J t5f )frHbn wfH7natfw0J t5f C,tJ Comc,uor 0J t5f VoarwYo4,cfr or fi )wJff ant5or,: fwto fntfr ,nto t5,HContract.

Ae TUCQE 6

**SUBCONSULTANT APPROVAL**

No C5an7f

Ae TUCQE y

**COMPENSATION, INVOICING AND PAYMENT**

No C5an7f

Ae TUCQE 8

**SUCCESSORS AND ASSIGNS**

Art,cuf 8 ,H5frf0J ai fnwfw,n ,thfnt,rftJ to rfawaH 4oupGH

Au o4 t5f tfri HYconwt,onHYanw )roj ,HonH5frfo4 H5au ,nmrf to t5f 0fnf4t o4 anw 0f 0,nw,n7 m)on t5f )art,fH5frfto anw t5f,r rfH fct,j f H5cfHbrHanwaH7nH)roj ,wfwY5oGfj frY5at no aH7ni fnt o4 t5f Contract H5au 0f i awf G,t5ont Gr,ttfn conHnt o4 t5f )art,fHto t5,H Contract aHrf”mrfwmmwfr **Article 35.**

Ae TUCQE 9

**CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Art,cuf 9 ,H5frf0J ai fnwfw,n ,tHfnt,rftJ to rfawaH  
4oubGH

Au not,cfHH5au0f i awf ,n Gr,t,n7 anwi aJ 0f 7,j fn 0J  
) frHbnauwfuj frJ or 0J i a,u Fnc5 not,cfHHfnt 0J i a,uH5omw0f rf7,Hfrfw  
or cfrt,4fw anw Hfnt to t5f wfH7natfw contact ) frHbn 4or fac5 ) artJ anw  
awwrfHfwaH4oubGH

To t5f CUTB'

Contact hfrHbn'

AwwrfHH

Et5an V. I on7YD,j ,Hon En7,nffr

Vnrfamo4En7,nffr,n7

Enj ,roni fntauEn7,nffr,n7 D,j ,Hon

12111 W,Ha DfuMar

hrf7frHbn Vw7.YFm7f 211

huaJ a Dfue fJ YCA 9129/

To CONFRQTANT'

Contact hfrHbn'

AwwrfHH

V,uQm7h.E.Yhroqct Mana7fr

111 I fHI aunnt Ftrfft

haHwfnaYCA 91123

Ae TUCQE 11

**STANDARD PROVISIONS FOR CITY PERSONAL  
SERVICES CONTRACTS**

Wtfnt,onauJ uf4t 0uan;

Ae TUCQE 11

**ORDER OF PRECEDENCE**

Wtfnt,onauJ uf4t 0uan;

T5f Contract ,H5frf0J ai fnwfwto ,ncumw t5f 4oubG,n7 Art,cufH

Ae TUCQE 12

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

Au t,tufHYHh0t,tufHYor 5faw,n7H,n t5,HContract 5aj f 0ffn  
,nHrtfw4or conj fn,fncf anwH5aunot 0f wffi fwto a4fct t5f i fan,n7 or  
conHrmt,on o4anJ o4t5f tfri Hor ) roj ,HonH5frfo4. T5f uan7ma7f o4t5,H  
Contract H5au0f conHrnfwaccorw,n7 to ,tH4a,r i fan,n7 anwnot Hr,ctuJ 4or  
or a7a,nH t5f CUTB or CONFRQTANT. T5f Gorw gCONFRQTANT(  
5frf,n t5,HContract ,ncumwHt5f ) artJ or ) art,fH,wfnt,4fw,n t5f Contract.  
T5f Hn7mar H5au ,ncumw t5f ) unrap ,4 t5frf ,H i orf t5an onf  
CONFRQTANT 5frf,nYmu7Hfs) rfHHJ Hatfwot5frG,HfYt5f,r o0u7at,onH  
anw ya0,ut,fH5frfmwfr H5au0f qp,nt anw Hfj frau RH o4t5f 4fi ,n,nfY  
i aHm,nfYor nfntfr 7fnwfrHH5au0f wffi fwto ,ncumw t5f 7fnwfrHnot



nHfw

T5f nmi 0fr o4 or,7,nautfstHo4t5,HContract H5au0f f”nauto t5f nmi 0fr o4t5f )art,fH5frftoYonf tfst 0f,n7 rfta,nfw0J fac5 )artJ. At t5f CUTBkf o)t,onYonf or i orf awwt,onau or,7,nautfstHo4t5,HContract i aJ auH 0f rfta,nfw0J t5f CUTB.

Ae TUCQE 1/

## KEY CONSULTANT PERSONNEL

1/.1 RnufHH ot5frG,H )roj,wfw or a))roj fw 0J t5f CUTBY CONFRQTANT H5aunH,tHoGn fi )wJffHto )fr4ori t5f Hfj ,cfH wfHr,0fw,n t5,HContract. T5f CUTB H5au5aj f t5f r,75t to rfj ,fG anw a))roj f anJ )frHnnfu G5o arf aH7nfwt to Gor; mwfr t5,H Contract. CONFRQTANT a7rffH to rfi oj f )frHnnfu 4roi )fr4ori ,n7 Gor; mwfr t5,HContract ,4 rf”nfHfw to wo H 0J t5f CUTB.

1/.2 CONFRQTANT G,u wfH7natf ;fJ conHtant )frHnnfu to ,i )ufi fnt t5f Gor; on a taH 0J taH 0aHH Autfc5n,cauH fc,auHH aH7nfwt to fac5 taH mwfr t5,Hcontract H5au 0f H0qct to t5f ENS UNEEe kf a))roj au

1/./ CONFRQTANT a7rffHt5at )frHnnfuaH7nfwt to t5fH )oHt,onHat t5f coi i fncfi fnt o4 Hfj ,cfHmwfr t5,HContract H5au Hfj f ,n t5fH )oHt,onH aH wn7 aH rf”mrfw 0J t5f CUTBY anw CONFRQTANT H5au not c5an7f )frHnnfu aH7nfwt to t5fH )oHt,onH G,t5omt t5f conHnt anw a))roj au o4 t5f ENS UNEEe Y )roj,wfwH5 conHnt H5aunot 0f mrfahna0uJ G,t55fw

Ae TUCQE 13

## TERMINATION

A. Tfri ,nat,on 4or Conj fn,fncf

CUTB i aJ tfri ,natf t5,HContract 4or CUTBkf conj fn,fncf at anJ t,i f 0J )roj,w,n7 CONFRQTANT t5,rtJ vaJHGr,ttfn not,cf. R)on rfcf,)t o4 t5f not,cf o4 tfri ,nat,onY CONFRQTANT H5au ,i i fwatfuJ ta;f act,on not to ,ncmr anJ awwt,onau o0u7at,onHY coHH or fs)fnHfscf)t aHi aJ 0f nfcfHrJ to tfri ,natf ,tH act,j,t,fH CUTB H5au )aJ CONFRQTANT ,tH rfaHna0uf anw aupGa0uf coHht5ron75 t5f f4fct,j f watf o4tfri ,nat,on anwt5oH rfaHna0uf anw nfcfHrJ coHH,ncmrfw 0J CONFRQTANT to f4fct t5f tfri ,nat,on. T5frfa4frYCONFRQTANT H5au 5aj f no 4mt5fr cua,i Ha7a,nH CUTB mwfr t5,HContract. Au4n,H5fw anw m4n,H5fwocni fntHanwi atfr,auH)rocnrfw4or or )rownrfwmwfr t5,HContractY,ncmwn7 au ,ntfufctnau )ro)frtJ r,75tH CUTB ,H fnt,tufw toYH5au 0fcoi f CUTB )ro)frtJ m)on t5f watf o4 t5f

tfri ,nat,on. CONFRTANT a7rffH to fsfentf anJ wocni fntH  
nfcfHrJ 4or CUTB to )fr4ctYi fi or,au: fYor rfcow CUTBkF  
oGnfrH,) o4r,75tH)roj,wfw5frf,n.

V. Tfri ,nat,on 4or Vrfac5 o4Contract

1. Escf)t aH)roj,wfw,n Art,cuf 22Y,4CONFRTANT 4a,uHto  
)fr4ori anJ o4t5f )roj,HonHo4t5,HContract or Hb 4a,uHto  
i a; f )ro7rfHHaHto fnwan7fr t,i fuJ )fr4ori ancf o4 t5,H  
ContractYCUTB i aJ 7,j f CONFRTANT Gr,ttfn not,cf o4  
t5f wf4amt. CUTBkF wf4amt not,cf G,u,nw,catf G5ft5fr t5f  
wf4amt i aJ 0f cmrfwanwt5f t,i f )fr,owto cmrf t5f wf4amt  
to t5f Hbuf Ht,Hact,on o4 CUTB. Awwt,onauJ YCUTBkF  
wf4amt not,cf i aJ o4fr CONFRTANT an o))ortm,tJ to  
)roj,wf CUTB G,t5 a )uan to cmrf t5f wf4amtYG5,c5 H5au0f  
Hh0i ,ttfwto CUTB G,t5,n t5f t,i f )fr,owaupGfw0J CUTB.  
At CUTBkF Hbuf wHrft,onYCUTB i aJ accf)t or rfqct  
CONFRTANTkF )uan. U4t5f wf4amt cannot 0f cmrfwor ,4  
CONFRTANT 4a,uHto cmrf G,t5,n t5f )fr,owaupGfw0J  
CUTBYt5fn CUTB i aJ tfri ,natf t5,H Contract wnf to  
CONFRTANTkF 0rfac5 o4t5,HContract.

2. U4t5f wf4amt mwfr t5,HContract ,Hwnf to CONFRTANTkF  
4a,unrf to i a,nta,n t5f ,nHrancf rf”mr fw mwfr t5,H  
ContractYCONFRTANT H5au,i i fwatfu’ bl“ Hh)fnw  
)fr4ori ancf o4 anJ Hrfj ,cfHmwfr t5,HContract 4or G5,c5  
,nHrancf GaHrf”mr fw anw b2“ not,4f ,tHfi )wJffHanw  
Fn0conHtantH o4 t5f wH o4 ,nHrancf coj fra7f anw  
ConHtantkHo0u,7at,on to Hh)fnw)fr4ori ancf o4Hrfj ,cfH  
CONFRTANT H5au not rfcoi i fncf )fr4ori ancf nmt,u  
CONFRTANT ,H4muJ ,nHrfw anw ,n coi )uancf G,t5  
CUTBkF rf”mr fi fntH

/. U4 a 4fwrau or Hatf )rocfw,n7 4or rfuf4 o4 wf0torH,H  
mwfrta;fn 0J or a7a,nH CONFRTANTY or ,4  
CONFRTANT i a; fHan aH7ni fnt 4or t5f 0fnf4t o4  
crfwtorHY t5fn CUTB i aJ ,i i fwatfuJ tfri ,natf t5,H  
Contract.

3. U4CONFRTANT fn7a7fH,n anJ wH5onfH conwnet rfuatfw  
to t5f )fr4ori ancf or awi ,n,Hrat,on o4 t5,HContract or  
j ,ouatfHCUTBkF uGHYrf7mat,onHor )ouc,fHrfuat,n7 to  
w00J,n7Y t5fn CUTB i aJ ,i i fwatfuJ tfri ,natf t5,H  
Contract.

v. ActHo4MorauTmr),tmwf

a. CONFRQTANT H̄au,i i fw̄atfuj not,4J CUTB ,4  
CONFRQTANT or anJ KfJ hfrH̄bnY aH wf4,nfw  
0fwoGY,Hc5ar7fw G,t5Y,nw̄ctfw 4orYconj ,ctfw o4Y  
)ufawHnow confnw̄rf toYor 4or4f,tH0a,uor 4a,uHto  
a)) far ,n comrt 4or a 5far,n7 rfutfwtoYanJ act G5,c5  
conH,tntfH an o4f̄nH̄ ,nj ouj ,n7 i orau tnr),tmw̄f  
mw̄fr 4f̄w̄rauYHatfYor ucau uaGHbgAct o4 Morau  
Tnr),tmw̄f(“.

0. ŪCONFRQTANT or a KfJ hfrH̄bn ,H  
conj ,ctfw o4Y)ufawHnow confnw̄rf toYor 4or4f,tH  
0a,uor 4a,uHto a)) far ,n comrt 4or a 5far,n7 rfutfwtoY  
an Act o4 MorauTnr),tmw̄fYCUTB i aJ ,i i fw̄atfuj  
tfri ,natf t5,HContract.

c. ŪCONFRQTANT or a KfJ hfrH̄bn ,H  
c5ar7fw G,t5 or ,nw̄ctfw 4or an Act o4 Morau  
Tnr),tmw̄fYCUTB i aJ tfri ,natf t5,HContract a4fr  
)roj ,w̄n7 CONFRQTANT an o)) ortm,tJ to )rfHnt  
fj,w̄fncf o4 CONFRQTANTkf a0,utJ to )fr4ori  
mw̄fr t5f tfri Ho4t5,HContract.

w ActHo4 MorauTnr),tmw̄f ,ncumw̄Y0nt  
arf not ui ,tfw to' j ,oufnt 4f̄w̄n,fH aH wf4,nfw 0J  
hfnau Cowf Ffct,on 66y.vY cr,i fH ,nj ouj ,n7  
Gfa)onH̄cr,i fHrfH̄nt,n7 ,n H̄r,onH0ow̄uJ ,nqrJ or  
wf̄at5YH̄r,onH 4f̄w̄n,fH aH wf4,nfw 0J hfnau Cowf  
Ffct,on 1192.yYanwt5oH̄ cr,i fHrf4f̄fncfw,n t5f  
hfnau Cowf anw art,cmatfw ,n Cau4orn,a hn0uc  
e fH̄m̄rcfHCowf Ffct,on v163ba“b2“p,n aw̄wt,on to  
anw ,ncumw̄,n7 actHo4 i mw̄frYra)fYH̄s̄nau aH̄amtY  
ro00frJY; ,wna)),n7Y5ni an tra4,c; ,n7Y),i ),n7Y  
j oumtarJ i anH̄am75tfrYa77raj atfw aH̄amtYaH̄amt  
on a )facf o4,cfrYi aJ5fi Y4ramw̄Ywoi fH,c a0nH̄fY  
fux̄f̄ruJ a0nH̄fYanwc5,uwa0nH̄fYf7arw̄fH̄o4G5ft5fr  
H̄c5 actHarf )m,H̄a0uf 0J 4f̄w̄nJ or i ,H̄wi fanor  
conj ,ct,on.

f. Lor t5f )mr)oH̄Ho4 t5,H)roj ,H̄onYa  
KfJ hfrH̄bn ,H a )r,nc,)auY o4,cfrYor fi )uJff  
aH̄7nfw to t5,H ContractYor oGnfr b̄w̄rfctuj or  
,nw̄rfctuj Yt5rom75 onf or i orf ,ntfri fw̄ar,fH̄o4tfn  
)frefnt or i orf o4 t5f jot,n7 )oGfr or f”mtJ  
,ntf̄rfH̄Ho4CONFRQTANT.

6.     U t5f fj fnt CUTB tfri ,natfH t5,H Contract aH )roj ,wfw,n t5,Hfct,onYCUTB i aJ )rocmfYm) on Hc5 tfri H anw,n t5f i annfr aHCUTB i aJ wffi a))ro)r,atfYHrj,cfH Hji ,uar ,n Hc) f anwufj fuo4 f4ort to t5oH Hb tfri ,natfWY anwCONFRQTANT H5au0f ua0uf to CUTB 4or auo4 ,tH coHHanwvai a7fHY,ncum,n7Y0nt not uj ,tfwtoYanJ fscfH coHH4or Hc5 Hrj ,cfH

y.     UYa4fr not,cf o4tfri ,nat,on o4t5,HContract mwfr t5f )roj ,HonHo4t5,Hfct,onY,t,Hwftfri ,nfw4or anJ rfaHn t5at CONFRQTANT GaHnot ,n wf4amt mwfr t5f )roj ,HonH o4t5,Hfct,onYor t5at t5f wf4amt GaHfscnH0uf mwfr t5f tfri Ho4 t5,H ContractYt5f r,75tH anw o0u7at,onHo4 t5f )art,fHH5au0f t5f Hbi f aH,4t5f not,cf o4tfri ,nat,on 5aw 0ffn ,HHfw )mHant to Art,cuf 13 Tfri ,nat,on 4or Conj fn,fncf.

8.     T5f r,75tHanwrfi fwfHo4 CUTB )roj ,wfw,n t5,H fct,on H5aunot 0f fscnHj f anwarf ,n awwt,on to anJ ot5fr r,75tHanwrfi fwfH)roj ,wfw0J uG or mwfr t5,HContract.

C.     U t5f fj fnt t5at t5,HContract ,Htfri ,natfWYCONFRQTANT H5au ,i i fwatfU not,4J au fi )wJffH anw Fn0conHtantHY anw H5au not,4J ,n Gr,t,n7 auot5fr )art,fHcontractfwG,t5 mwfr t5f tfri Ho4 t5,HContract G,t5,n 4j f Gor; ,n7 waJ Ho4t5f tfri ,nat,on.

#### Ae TUCQE 1v

### **AMENDMENTS, CHANGES OR MODIFICATIONS**

Ai fnwi fntHYc5an7fHor i ow,4cat,onHto t5f tfri Ho4t5,HContract i aJ 0f i awf at anJ t,i f 0J i ntnauGr,ttfn a7rffi fnt 0ftGffn t5f )art,fH5frfto anwH5au0f H7nfw0J t5f )frHnHant5or,: fwto 0,nwt5f )art,fHt5frfto anw a))roj fw)mHant to t5f )roj ,HonHo4 **Article 5.**

#### Ae TUCQE 16

### **INDEMNIFICATION AND INSURANCE**

#### **16.1     Uwfi n,4cat,on**

Escf)t 4or t5f act,j f nf7u7fncf or G,u4mi ,Honwact o4t5f CUTBYor anJ o4 ,tH VoarwHY o4,cfrHY a7fntHY fi )wJffHY aHj7nHY anw HccfHbrH ,n ,ntfrfHYCONFRQTANT mwfrta; fHanwa7rffHto wf4fnwY,nwfi n,4J anw 5ouw5ari ufHt5f CUTB anwanJ o4,tHVoarwHY o4,cfrHY a7fntHY fi )wJffHY aHj7nHanwHccfHbrH,n ,ntfrfH 4roi anwa7a,nH auHntHanwcanHfHo4 act,onYcu,i HwHfHYwfi anwHanwfs)fnfHY,ncum,n7 0nt not uj ,tfwtoY attornfJ'H4ffHb0ot5 ,n-5onH anw ontHwf comHf u' anw coH o4 ut,7at,on b,ncum,n7 auactnauut,7at,on coHH,ncmrfw0J t5f CUTBY,ncum,n7 0nt not uj ,tfw toYcoHHo4 fs) frtHanw conHtantHYwai a7fHor ua0,utJ o4 anJ

natnrf G5atHbfj frY 4or wfat5 or ,nqrJ to anJ )frHbnY ,ncumw7  
 CONFRQTANT'F fi )wJffHanwa7fntHFor wai a7f or wHrnet, on o4anJ  
 )ro) frtJ o4f, t5fr )artJ 5frfto or o4t5, rw) art, fHAr, Hn7 ,n anJ i annfr OJ  
 rfaHbn o4t5f nf7u7fnt actHfrrorHoi ,HJonHor G, u4ui ,Hconwnet, nc, wfnt  
 to t5f )fr4ori ancf o4t5, HContract OJ CONFRQTANT or, tHH0conHtantH  
 o4anJ t, fr. e ,75tHanwrfi fwfHaj a, u0uf to t5f CUTB mwfr t5, H) roj ,Hon  
 arf cmi mat, j f o4t5oH )roj ,fw4or fuHG5frf ,n t5, HContract anwt5oH  
 auoGfwmwfr t5f uGHo4t5f Rn, tfwFtatfHt5f Ftatf o4Cau4orn, aYanwt5f  
 CUTB. T5f )roj ,HonHo4Art, cuf 16 H5auHrj ,j f fs), rat, on or tfri ,nat, on  
 o4t5, HContract.

## 16.2 UHhrancf

Dmr, n7 t5f tfri o4t5, HContract anwG, t5ont ui ,t, n7 CONFRQTANT'Kf  
 ,nwfi n, 4cat, on o4t5f CUTBYCONFRQTANT H5au)roj ,wf anwi a, nta, n  
 at ,tHoGn fs) fnHYa )ro7rai o4, nHhrancf 5aj ,n7 t5f coj fra7f anwu, tH  
 cnHoi ar, uJ carr, fwanwactnaul arran7fw0J CONFRQTANTY0nt not uHH  
 t5an t5f ai omtHanwtJ) fHuHfwon t5f e f"mr fwUHhrancf anwM, n, i mi  
 Qi ,tHH5fft bLori S fn 136 ,n Es5, 0, t D 5frfto "Ycoj fr, n7 ,tHo) frat, onH  
 5frfmwfr. Fnc5 ,nHhrancf H5aucon4ori to CUTB rf"mr fi fntHfHa0uH5fw  
 OJ C5artfrY orwnancf or )oucJY H5au coi )uJ G, t5 t5f UHhrancf  
 Contractnaue f"mr fi fntHbLori S fnfraul// ,n Es5, 0, t D 5frfto "anwH5au  
 ot5frG, H 0f ,n a 4ori accf) ta0uf to t5f O4, cf o4t5f C, tJ Aw, n, Hrat, j f  
 O4, cfrY e ,H Mana7fi fnt. CONFRQTANT H5au coi )uJ G, t5 au  
 UHhrancf Contractnaue f"mr fi fntHfHoGn on Es5, 0, t D 5frfto. Es5, 0, t D  
 ,H5frf0J ,ncor) oratfw0J rf4frfncf anwi awf a )art o4t5, HContract.

## Ae TICQE 1y

## INDEPENDENT CONTRACTORS

CONFRQTANT ,Hact, n7 5frfmwfr aHan ,nwf) fnwfnt conHtant anwnot  
 aHan a7fnt or fi )wJff o4t5f CUTB. CONFRQTANT H5aunot rf) rfHnt  
 or ot5frG, H 5ouwont ,tHu4or anJ o4, tHwrfctorHyo4, cfrHY) artnfrHY  
 fi )wJffHFor a7fntHto 0f an a7fnt or fi )wJff o4t5f CUTB.

## Ae TICQE 18

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

18.1 CONFRQTANT Garranth t5at t5f Gor; 5frfmwfr H5au 0f  
 coi )uftfw ,n a i annfr conHfnt G, t5 )ro4fHJonau HanwarwH  
 )ract, cfwai on7 t5oH 4ri HG, t5, n CONFRQTANT'F )ro4fHJonY  
 wo, n7 t5f Hii f or Hi ,uar Gor; mwfr t5f Hii f or Hi ,uar  
 c, rcmi HancfH

18.2 CONFRQTANT H5au0f rfH onH0uf 4or t5f  
 )ro4fHJonau" nauJYfc5n, cauaccmracJY, i fuJ coi )uft, onYanwt5f  
 coorwnat, on o4 au wfH7nHYwraG, n7HYHfc, 4cat, onHYrf) ortHYanw  
 ot5fr Hrj ,cfH4rn, H5fw0J CONFRQTANT mwfr t5, HContract.

CONFRQTANT H̄auYat no awyt,onau coH to CUTBYcorrct or  
rfj ,H̄ anJ frrorHYoi ,H̄onHYor ot5fr wf4c,fnc,fH,n ,tHwfH7nHY  
wraG,n7HH̄ fc,4cat,onH̄rf) ortH̄caum̄at,onH̄anwot5fr H̄rj ,cfH

18./ T5f CONFRQTANT H̄au fs5,0,t )ro)fr  
)ro4fH̄onauq̄w7i fnt ,n t5f nH̄f o4,n4ori at,on 4nrn,H̄fw0J CUTB  
,n Art,cuf 3. ū t5f fj fnt t5at H̄,w,n4ori at,on ,H̄not wfuj frfw̄t,i ful  
or t5at ,t ,H̄ w̄H̄oj frfw to 0f ,ncorrct or i ,H̄faw̄n7Y  
CONFRQTANT G,ūnot,4J t5f CUTB ,n a rfaH̄na0uf i annfr a4fr  
t5f w̄H̄oj frJ o4 H̄c5 tarw̄nfH̄ or ,ncorrct or i ,H̄faw̄n7  
,n4ori at,on anw )roi )tū i a; f a w̄tfri ,nat,on o4 ,tH̄coHH̄anw  
H̄5fw̄mf ,i )act on t5,H̄ContractYaHGfuaH̄rfcoi i fnwat,onH̄4or  
t5f corrct,on o4H̄c5 ,ncorrct or i ,H̄faw̄n7 ,n4ori at,on.

18.3 CONFRQTANT H̄au )fr4ori H̄c5  
)ro4fH̄onauH̄rj ,cfHaHi aJ 0f nfcfH̄arJ to accoi )ūH̄ t5f Gor;  
rf”m̄rfwto 0f )fr4ori fwm̄wfr t5,H̄Contract ,n accorw̄ncf G,t5 t5,H̄  
Contract.

18.v Escf)t aH̄ H̄fc,4fw ,n Art,cuf 16 anw aH̄  
ot5frG,H̄ )roj ,w̄fw,n t5,H̄ContractYt5f CONFRQTANT H̄au 0f  
anwH̄aurfi a,n ūa0ufY,n accorw̄ncf G,t5 a))ūca0uf ūaGY4or auu  
wai a7fH̄ to CUTB canH̄fw 0J CONFRQTANT'F nf7u7fnt  
)fr4ori ancf o4 anJ o4 t5f H̄rj ,cfH̄4nrn,H̄fw̄mwfr t5,H̄ContractY  
fscf)t 4or frrorHYoi ,H̄onHYor ot5fr wf4c,fnc,fH̄ to t5f fstfnt  
attr,0nta0uf to CUTBYCUTB-4nrn,H̄fw̄wataYor anJ t5,rw)artJ.

Ae TUCQE 19

## OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

### 19.1 OGnfrH̄,) o4Data anwQ,cfnH̄

19.1.1 RnufH̄ot5frG,H̄ )roj ,w̄fw4or  
5frf,nY au I or; hrow̄n̄tH̄ or,7,natfw anw )rf)arfw 0J  
CONFRQTANT or ,tH̄H̄0conH̄tantHo4 anJ t,fr mw̄fr t5,H̄  
Contract H̄au 0f anwrfi a,n t5f fscunH̄j f )ro)frtJ o4 t5f  
CUTB 4or ,tH̄nH̄ ,n anJ i annfr ,t w̄fi Ha))ro)r,atf. I or;  
hrow̄n̄tH̄arf auu Gor; H̄tan7,0uf or notYerfatfw mw̄fr t5,H̄  
Contract ,ncun̄w̄n7YG,t5ont ūi ,tat,onYwoc̄ni fntH̄i atfr,auY  
wataYrf) ortH̄i annauH̄H̄ fc,4cat,onH̄YartGor; YwraG,n7HY  
H̄ ftc5fHY coi )ntfr )ro7rai H̄ anw wata0aH̄HY H̄5fi at,cHY  
)5oto7ra)5HY j,wfo anw anw̄oj ,H̄au rfc̄orw̄n7HY H̄bm̄w  
rf̄corw̄n7HYi ar; HYw7oHY7ra)5,c wfH̄7nHYnotfHYGf0H̄tfHY  
woi a,n nai fHY,nj fnt,onH̄Y)rocfH̄H̄4ori maHi attfrHanw  
coi 0,nat,onH̄t5frfo4Yanwau4ori Ho4,ntfufct̄nau)ro)frtJ.  
CONFRQTANT 5frf0J aH̄H̄7nHYanw a7rf̄fH̄to aH̄H̄7nYau  
7oowG,ūYco)Jr,75tYtraw̄fi ar; Y)atfntYtraw̄f H̄crft anw auu



ot5fr ,ntfufctnau )ro) frtJ r,75tHGorwG,wf ,n anJ I or;  
hrownctHor,7,natfwaw) rf) arfw0J CONFRQTANT mwfr  
t5,HContract. CONFRQTANT 4nt5fr a7rffHto fsfcntf anJ  
wocni fntHnfcfHrJ 4or t5f CUTB to ) fr4fctYi fi or,au: fY  
or rfcorwt5f CUTBkF oGnfrH5,) o4r,75tH)roj ,wfw5frf,n.

19.1.2 I ,t5 rf7arw to t5f 0aHH4or  
wfH7n caumat,onHanwfn7,nffr,n7 notfHMc5 wata H5au0f  
)roj ,wfw to t5f CUTB ,n ba“ 5arw coj fr )oH 0,nwfrbHY  
a))ro)r,atfuJ ,nwfsfwYon t5,n MJuar Hoc; or 7oow”nautJ  
)a) fr Ht,HactorJ 4or rf) rownct,on.

19.1./ Lor au I or; hrownctH  
wfuj frfwto t5f CUTB t5at arf not or,7,natfwor ) rf) arfw0J  
CONFRQTANT or ,tHH0conHntantHo4anJ t,fr mwfr t5,H  
ContractYCONFRQTANT 5frf0J 7rantHa non-fscunHj f  
)fr)ftnauucfnH to nH Hc5 I or; hrownctH4or anJ CUTB  
)nr)oHH

19.1.3 CONFRQTANT H5au not  
)roj ,wf or wHwH anJ I or; hrownctHto anJ t5,rw)artJ  
G,t5ont )r,or Gr,ttn conHnt o4t5f CUTB.

19.1.v Au wocni fntHY ,n4ori at,on  
anw )rf-fs,H,n7 i atfr,auH )roj ,wfw 0J CUTB to  
CONFRQTANT anw ,tHH0conHntantHar,Hn7 ont o4 or  
rfuatfw to t5,HContract H5au rfi a,n t5f )ro) frtJ o4 t5f  
CUTB. T5f CONFRQTANT i aJ not nHYw,Hr,0ntf or  
ot5frG,H i a; f )n0uc ,n anJ i annfrYf,t5fr 4or )ro4t or not  
4or )ro4tY anJ o4 t5f ,n4ori at,onY wocni fntat,onY or  
)rocfwnrfHwfj fw) fw4or t5f CUTB 5frfmwfr G,t5ont t5f  
)r,or Gr,ttn conHnt o4t5f CUTB. CONFRQTANT 4nt5fr  
a7rffHto fsfcntf anJ wocni fntHnfcfHrJ 4or t5f CUTB to  
)fr4fctYi fi or,au: fYor rfcorw t5f CUTBkF oGnfrH5,) o4  
r,75tH

19.1.6 AnJ H0contract fntfrfw,nto  
0J CONFRQTANT rfuat,n7 to t5,HContractYto t5f fstfnt  
auoGfw5frfmwfrYH5au,ncumw a u; f )roj ,Hon 4or Gor; to  
0f )fr4ori fw mwfr t5,HContract to contractnauJ 0,nw or  
ot5frG,H o0u7f ,tHH0conHntantH) fr4ori ,n7 Gor; mwfr  
t5,HContract Hc5 t5at t5f CUTBkF oGnfrH5,) anwucfnH  
r,75tHo4auI or; hrownctHarf )rfHrj fwaw)rotfctfwaH  
,ntfnwfw5frf,n. La,unrf o4CONFRQTANT to coi )uJ G,t5  
t5,H rf”mrifi fnt or to o0ta,n t5f coi )uancf o4 ,tH  
H0conHntantH G,t5 Hc5 o0u7at,onH H5au H0qfct

CONFRQTANT to t5f ,i )oHt,on o4 anJ anwauHnct,onH  
auoGfw0J uaGY,ncum,n7 0nt not ui ,tfwto tfri ,nat,on o4  
CONFRQTANTkF Contract G,t5 t5f CUTB.

19.1.y CONFRQTANT a7rffHt5at a  
i onftarJ rfi fwJ 4or 0rfac5 o4 t5,H Contract i aJ 0f  
,nawf”natfY,i )ract,ca0ufYor w44cmt to )roj f anw t5at a  
0rfac5 i aJ canHf CUTB ,rrf)ara0uf 5ari . CUTB i aJ  
t5frf4orf fn4brcf t5,Hrf”mrifi fnt 0J Hf; ,n7 ,nqmct,j f  
rfuf4 anw Hfc,4c )fr4ori ancfYG,t5ont anJ nfcfHtJ o4  
H5oG,n7 actnau vai a7f or ,rrf)ara0uf 5ari . Fff; ,n7  
,nqmct,j f rfuf4 or Hfc,4c )fr4ori ancf wofHnot )rfcunwF  
CUTB 4roi Hf; ,n7 or o0ta,n,n7 anJ ot5fr rfuf4 to G5,c5  
CUTB i aJ 0f fnt,tufw

## 19.2 Wtfufctnauhro) frtJ I arrantJ

19.2.1 CONFRQTANT rf)rfHntH  
anw GarrantHt5at ,tH) fr4ori ancf o4 auo0u7at,onHnmwfr  
t5,H Contract wofH not ,n4r,n7f ,n anJ GaJYwrfctul or  
contr,0ntor,uJYn) on anJ t5,rw )artJkH,ntfufctnau )ro) frtJ  
r,75tHY,ncum,n7YG,t5ont ui ,tat,onY) atfntHYco) Jr,75tHY  
trawfi ar; Htrawf HcrftHr,75tHo4)n0uc,tJ anw)ro)r,ftarJ  
,n4ori at,on.

## 19./ Wtfufctnauhro) frtJ Wwfi n,4cat,on

19./ .1 CONFRQTANTY at ,tH oGn  
fs)fnHYmwfrta; fHanwa7rffHto wf4fnwY,nwfi n,4JYanw  
5ouw 5ari ufHt5f CUTBYanw anJ o4 ,tHVoarwHyo44cfrHY  
a7fntHYfi )uJffHYaH7nHYanwHncfHbrH,n ,ntfrfH 4roi  
anw a7a,nH auu HntHanw canHfHo4 act,onYcu,i HYwHfHY  
wfi anwH anw fs)fnHY,ncum,n7 0nt not ui ,tfw toY  
attornfJkH4ffHb0ot5 ,n-5onHf anwontHwf commFu’ anwcoH  
o4ut,7at,on hncum,n7 auactnauut,7at,on coHH,ncmrw0J  
t5f CUTBY,ncum,n7 0nt not ui ,tfwtoYcoHHo4fs) frtHanw  
conHntantHYwai a7fHor ya0,utJ o4 anJ natmrf G5atHbfj fr  
ar,Hn7 ont o4 t5f ,n4r,n7fi fntYactnau or auf7fwYwrfct or  
contr,0ntorJYo4 anJ ,ntfufctnau )ro) frtJ r,75tHY,ncum,n7Y  
G,t5ont ui ,tat,onY) atfntHYco) Jr,75tHYtrawfi ar; HYtrawf  
HcrftHr,75tHo4)n0uc,tJ anw)ro)r,ftarJ ,n4ori at,on bl“on  
or ,n anJ wfH7nYi fw,ni Yi attfrYart,cufY)rocHfHYi ft5owY  
a) )ucat,onYf”m)i fntYwfj ,cfY,nHrni fntat,onYHb4GarfY  
5arwGarfYor 4ri Garf nHfw 0J CONFRQTANTY or ,tH  
H0conHntantHo4anJ t,frY,n) fr4ori ,n7 t5f Gor; mwfr t5,H  
Contractpor b2“ aHa rfHnt o4t5f CUTBkF actnauor ,ntfnwfw

nH o4 anJ I or; hrownet 4nn,H5fw0J CONFRQTANTYor ,tHH0conHntantHo4anJ t,frYmwfr t5f Contract. e ,75tHanw rfi fwfHaj a,ua0uf to t5f CUTB mwfr t5,H)roj,Hon arf cmi mat,j f o4t5oH )roj,wfw4or fuHG5frf ,n t5,HContract anwt5oH auoGfwmwfr t5f uGHo4t5f Rn,tfwFtatfHt5f Ftatf o4Cau4orn,aYanwt5f CUTB. T5f )roj,HonHo4Article 19 H5auHnj ,j f fs),rat,on or tfri ,nat,on o4t5,HContract.

19./ .2 U CONFRQTANTkF wf4nH o4 t5f CUTB wf4fnwantHY nf7ot,at,onYcoi )roi ,HY anw Httufi fnt o4anJ H5 ,n4r,n7fi fnt act,onYt5f QoHAn7fufH C,tJ AttornfJkHO4,cf H5aurfta,n w,Hrft,on ,n anwcontrou o4 t5f ut,7at,onYnf7ot,at,onYcoi )roi ,HYHttufi fntYanw a))fauHt5frf4roi YaHrf”mr fw 0J t5f QoH An7fufH C,tJ C5artfrY)art,cmaruJ Art,cuf UYFfct,onH2y1Y2y2 anw 2y/ t5frfo4.

19./ . / I 5frf anJ I or; hrownet 4nn,H5fw0J CONFRQTANT ba“0fcoi fHt5f H0qct o4an act,onYb0“ ,H awqncatfw aH ,n4r,n7, n7 a t5,rw )artJkH Uhtfufctnau hro)frtJ r,75tYor bc“ 5aH,tHnH fnq,nfw or ucfnH tfri ,natfwpCONFRQTANT H5auYG,t5 t5f CUTBkF conHntY wo onf o4 t5f 4oupG,n7 ,i i fwatfu. CONFRQTANT H5auat ,tHfs)fnH f,t5fr’

,” )rocmf 4or t5f CUTB t5f r,75t or ucfnH to cont,nmf nHn7 t5f I or; hrownetpor

,” rf)uacf t5f I or; hrownet G,t5 a 4mct,onauJ f”mj aufntYnon- ,n4r,n7,n7 )rownct.

Esfrc,H o4 anJ o4 t5f a0oj f-i fnt,onfw o)t,onHH5au not canH mwnf OnHnfHH,ntfrrn)t,on to t5f CUTB or wi ,n,H5 t5f ,ntfnfw 0fnf4tHanw nH o4 t5f I or; hrownet 0J t5f CUTB mwfr t5,HContract.

## Ae TUCQE 21

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

RnufHHot5frG,H fsfi )tYt5,HContract ,HH0qct to t5f a))uca0uf non-wHr,i ,nat,onYf”nau0fnf4tHf”naufi )wJi fnt)ract,cfH5anwa4,ri at,j f act,on )ro7rai )roj,HonH,n QAAC Ffct,on 1l .8 ft H”.YaHai fnwfw4roi t,i f to t,i f.

A. CONFRQTANT H5au coi )uJ G,t5 t5f a))uca0uf non-

wHr,i ,nat,on anwa44,ri at,j f act,on )roj ,HonHo4t5f uaGHo4t5f Rn,tfw FtatfHo4 Ai fr,caYt5f Ftatf o4 Cau4orn,aYanw CUTB. UH )fr4ori ,n7 t5,HContractYCONFRTANT H5aunot wHr,i ,natf ,n anJ o4,tH5,r,n7 or fi )wJi fnt )ract,cfHa7a,nH anJ fi )wJff or a))ucant 4or fi )wJi fnt OfcanH o4 H5 )frHnkHracfYcowerY rfu7,onYnat,onau or,7,nYancfHrJYHsYHs nau or,fntat,onY7fnwfrY 7fnwfr ,wnt,tJYa7fYwH0,utJYwoi fH,c )artnfr HatnHYi ar,tau HatnHor i fwcauconwt,on.

V. T5f rf”mrfi fntHo4 Ffct,on 11.8.2.1 o4 t5f QAACYt5f E”nau Vfnf4tHOrwnancfYanw t5f )roj ,HonHo4 Ffct,on 11.8.2.1b4 arf ,ncor)oratfwanwi awf a )art o4t5,HContract OJ rf4frfncf.

C. T5f )roj ,HonH o4 Ffct,on 11.8./ o4 t5f QAAC arf ,ncor)oratfw anw i awf a )art o4 t5,H Contract OJ rf4frfncf anwG,u0f ; noGn aHt5f gE”nauEi )wJi fnt hract,cfH )roj ,HonHo4t5,HContract.

D. T5f )roj ,HonH o4 Ffct,on 11.8.3 o4 t5f QAAC arf ,ncor)oratfw anw i awf a )art o4 t5,H Contract OJ rf4frfncf anwG,u0f ; noGn aHt5f gA44,ri at,j f Act,on hro7rai ( )roj ,HonHo4t5,HContract.

AnJ H0contract fntfrfw,nto OJ CONFRTANT 4or Gor; to Of )fr4ori fwmwfr t5,HContract i nH ,ncunw an ,wnt,cau)roj ,Hon

Ae TICQE 21

## **BUSINESS INCLUSION PROGRAM**

CONFRTANT a7rffH anw o0u7atfH ,tHu4 to mt,u: f t5f Hrj ,cfH o4 M,nor,tJ VnHnfHEntfr)r,H bMVE“Yi oi fn VnHnfHEntfr)r,H bl VE“Y Fi auu VnHnfHEntfr)r,H bFVE“YEi fr7,n7 VnHnfHEntfr)r,H bEVE“Y D,H0ufw Wtfran VnHnfH Entfr)r,H bDWE“Y anw Ot5fr VnHnfH Entfr)r,H bOVE“ 4,ri H on a ufj fu Hb wH7natfw ,n ,tH )ro)oHu CONFRTANT cfrt,4fHt5at ,t 5aHcoi )ufwG,t5 t5f VnHnfHH0cunHon hro7rai ontrfac5 rf”mrfi fntHo4MaJorauEsfcnt,j f D,rfct,j f 13YG5,c5 ,H ,ncunw aH Attac5i fnt y to t5f ef”nfH 4or Pmau4cat,onH CONFRTANT H5aunot c5an7f anJ o4t5f wH7natfwH0conHtantHor rfwnf t5f,r ufj fu o4 f4ort G,t5ont )r,or Gr,ttfn a))roj au o4 t5f CUTB )roj ,wfw5at H5 a))roj auG,unot Of mrf aHna0u G,t55fuw

CONFRTANT 5aH H0i ,ttfw t5f Q,H o4 hotfnt,au MVEZ VEZVEZVEZDWEZOVE Fn0conHtantH(Exhibit C – Schedule A) awn7 G,t5 t5f,r )ro)oHu At t5f t,i f a Hfc,4c taH Gor; orwfr ,H aH7nfwt5 t5f conHtantYt5f conHtant i nH H0i ,t t5f TaH I or; Orwfr Q,H o4 Fn0conHtantH(Exhibit C - Schedule B). Dmr,n7 t5f tfri o4t5f contractY t5f CONFRTANT i nH H0i ,t t5f

MVEZ VEZVEZVEZDWEZOVE Rt,u:at,on hro4uf (**Exhibit C - Schedule C**) G5fn H0i ,tt,n7 an ,nj o,cf to t5f C,tJ. R)on fs),rat,on or tfri ,nat,on o4 t5f contractYa Hhi i arJ o4 t5fH rfcorWHHau0f )rf) arfw on t5f "L,nauFn0conHnt,n7 e f)ort" 4ori (**Exhibit C - Schedule D**) anw cfrt,4fw corrfct 0J t5f CONFRQTANT or ,tHant5or,: fw rf)rfHntat,j f. T5f coi )uftfw4ori H5au0f 4nn,H5fwto t5f CUTB G,t5,n 1v Gor; ,n7 vaJH a4fr fs),rat,on or tfri ,nat,on o4 t5f contract.

CONFRQTANT a7rffH anw o0u7atfH ,tHu4 to mt,u: f t5f Hrfj ,cfH o4 M,nor,tJYl oi fnYFi auYEi fr7,n7YD,H0ufwWftfranYanwOt5fr VnHnfHH Entfr)r,H bMVEZ VEZVEZVEZDWEZOVE“ 4ri H on a ufj fu Hb wfH7natfw,n ,tH)ro) oHuY,4anJ. T5f CUTB 5aHHt ant,c,) atfw) art,c,) at,on ufj fuH0418% MVEY3% I VEY2v% FVEY8% EVEYanw/ % DWE.

## Ae TUCQE 22

## **EXCUSABLE DELAYS**

Nf,t5fr )artJ H5au0f ua0uf 4or ,tHwfuaJ or 4a,unrf to )fr4ori anJ o0u7at,on mwf r anw,n accorwancf G,t5 t5,HContractY,4t5f wfuaJ or 4a,unrf ar,HHont o4 4rfHY 4pwwHY fart5”na; fHY f),wfi ,cHY”narant,nf rfHr,ct,onHY ot5fr natnrauoccnrrfncfHHr,: fHYwc; ontHbot5fr t5an a wc; ont 0J t5f )artJ or anJ o4 t5f )artJ'H Fn0conHntantHY 4f,75t fi 0ar7ofHY tfrorr,H actHY ,nHrrfct,onHor ot5fr c,j,u w,Hmr0ancfHYor ot5fr Hi ,uar fj fntHto t5oH wfHr,0fwa0oj fY0nt ,n fac5 caH t5f wfuaJ or 4a,unrf to )fr4ori i nH 0f 0fJonwt5f controuanwG,t5ont anJ 4amt or nf7u7fncf o4 t5f )artJ wfuaJ fw or 4a,un7 to )fr4ori bt5fH fj fntHarf rf4rrfwto ,n t5,H)roj ,Hon aH”Lorcf Macfnrf Ej fntH”.

NotG,t5Hanwn7 t5f 4orf7o,n7Ya wfuaJ or 4a,unrf to )fr4ori 0J a Fn0conHntant o4 CONFRQTANT H5au not conH,tnnf a Lorcf Macfnrf Ej fntYmufHHt5f wfuaJ or 4a,unrf ar,HHont o4canHH0fJonwt5f controuo4 0ot5 CONFRQTANT anw Fn0conHntantY anw G,t5ont anJ 4amt or nf7u7fncf o4 f,t5fr o4 t5fi . UH Hnc5 caHYCONFRQTANT H5au not 0f ua0uf 4or t5f wfuaJ or 4a,unrf to )fr4ori YmufHHt5f 7oowHor Hrfj ,cfHto 0f 4nn,H5fw 0J t5f Fn0conHntant Gfrf o0ta,na0uf 4roi ot5fr HmrcfH,n H44,c,fnt t,i f to )fri ,t CONFRQTANT to )fr4ori t,i fuJ. AHnHfw,n t5,H ContractYt5f tfri "Fn0conHntant" i fanHa H0conHntant at anJ t,fr.

UH t5f fj fnt CONFRQTANTkf wfuaJ or 4a,unrf to )fr4ori ar,HHont o4 a Lorcf Macfnrf Ej fntY CONFRQTANT a7rffH to nHf coi i frc,auJ rfaHna0uf 0fH f44ortHto o0ta,n t5f 7oowHor Hrfj ,cfH4roi ot5fr HmrcfHY anwto ot5frG,H i ,t,7atf t5f vai a7fHanwrfwnnf t5f wfuaJ canHfw0J t5f Lorcf Macfnrf Ej fnt.

## Ae TUCQE 2/

## **SEVERABILITY**

F5omw anJ )ort,on o4 t5,H Contract 0f wtfri ,nfw to 0f j o,w or

mnfn4orcfa0ufYH5 H5au0f Hf frfw4roi t5f G5ouf anwt5f Contract G,u  
cont,nmf aHi ow,4fw

Ae TUCQE 23

**DISPUTES**

F5omwa w,H ntf or controj frH ar,H concfrn,n7 )roj ,HonHo4t5,HContract  
or t5f )fr4ori ancf o4Gor; 5frfmwfrYt5f )art,fHi aJ fufct to H0i ,t H5  
to a comrt o4coi )ftfnt qm,Hxct,on.

Ae TUCQE 2v

**ENTIRE CONTRACT**

T5,HContract HtHort5 auo4t5f r,75tHanwwnt,fHo4t5f )art,fHG,t5 rfH fct  
to t5f H0qct i attfr 5frfo4Yanwrf) ucfHanJ anwau) rfj ,onHContractHor  
mwfrHanw,n7HG5ft5fr Gr,ttfn or oraYrfuat,n7 t5frfo. T5,HContract i aJ  
0f ai fnwfwonJ aH)roj ,wfw4or ,n Art,cuf lv 5frfo4

Ae TUCQE 26

**APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eac5 )artJ'H)fr4ori ancf 5frfmwfr H5aucoi )uJ G,t5 aua))uca0uf uGH  
o4 t5f Rn,tfw FtatfHo4 Ai fr,caYt5f Ftatf o4 Cau4orn,aYanw t5f CUTBY  
,ncum,n7 Ont not uJ ,tfw toYuaGHrf7arw,n7 5fat5 anw H4ftJYua0or anw  
fi )uJi fntYGa7f anw5omrHanwucfnHn7 uGHG5,c5 a4fct fi )uJffH  
T5,HContract H5au0f fn4brcfwaww,ntfr)rtfwmmwfr t5f uGHo4t5f Ftatf  
o4Cau4orn,a G,t5ont rf7arwto con4uct o4uG )r,nc,)uH CONFRQTANT  
H5au co i )uJ G,t5 nfGYai fnwfwYor rfj ,Hw uGHYrf7mat,onHYanwzr  
)rocfwnrfHt5at a))uJ to t5f )fr4ori ancf o4t5,HContract.

U anJ act,on ar,Hn7 ont o4 t5,HContractYCONFRQTANT conHntHto  
)frHnau qm,Hxct,onYanw a7rffHto Or,n7 au H5 act,onHYfscunHj fuJ ,n  
Hatf or 4fwfaucomrtHucatifw,n QoHAn7fufH

U anJ )artYtfri or )roj ,Hon o4 t5,H Contract ,H 5fuw j o,wY,u7auY  
mnfn4orcfa0ufYor ,n con4uct G,t5 anJ uG o4 a 4fwfauYHatf or ucaw  
7oj frni fnt 5aj,n7 qm,Hxct,on oj fr t5,H ContractYt5f j auwtJ o4 t5f  
rfi a,n,n7 )artHYtfri Hor )roj ,HonHo4t5f Contract H5aunot 0f a4fctfw  
t5frf0J.

Ae TUCQE 2y

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

Ua))uca0ufYCONFRQTANT rf)rfHntHt5at ,t 5aHo0ta,nfwaww)rfHntuJ  
5ouwt5f VnHnfHHTas e f7,Hrat,on Cfrt,4catfHf rf"mrfw0J t5f CUTB'F  
VnHnfHH Tas OrwnancfYFfct,on 21.11 et seq. o4 t5f QoH An7fufH  
Mm,c,)auCowf. Lor t5f tfri coj frfw0J t5,HContractYCONFRQTANT



Hau i a,nta,nYor o0ta,n aHnfcfHrJYau Hc5 Cfrt,4catfHrf”mr fw o4 ,t  
mwfr t5f VnHnfHTas Orw,nanfcYanwHau not auoG anJ Hc5 Cfrt,4catf  
to 0f rfj o; fwor HtJ fnwfw

## Ae TUCQE 28

## **BONDS**

Au 0onwHrf”mr fw 0J CUTB Hau 0f 4ufw G,t5 t5f O4cf o4 t5f C,tJ  
Awi ,n,Hrat,j f O4cf rYe ,H Mana7fi fnt 4or ,tHrfj ,fG anwacfc) tancf ,n  
accorwancf G,t5 QoHAn7fufHAWi ,n,Hrat,j f Cowf bgQAAC(“ Ffct,onH  
11.3y ft H”.YaHai fnwfw4roi t,i f to t,i f.

## Ae TUCQE 29

## **CHILD SUPPORT ASSIGNMENT ORDERS**

T5,HContract ,HH0qct to t5f C5,uwFn) )ort AH7ni fnt OrwfrHOrw,nanfcY  
Ffct,on 11.11 o4 t5f QoHAn7fufHAWi ,n,Hrat,j f CowfYaHai fnwfw4roi  
t,i f to t,i f. CONFRQTANT ,Hrf”mr fw to coi )utf a Cfrt,4cat,on o4  
Coi )uancf G,t5 C5,uwFn) )ort O0u7at,onHG5,c5 ,Hattac5fw 5frfto aH  
**Exhibit E** anw,ncor)oratfw5frf,n 0J t5,Hrf4rfncf. hmrHant to t5f C5,uw  
Fn) )ort AH7ni fnt OrwfrHOrw,nanfcYCONFRQTANT G,u4muJ coi )uJ  
G,t5 auu))uca0uf Hatf anw4fwfraufi )uJi fnt rf)ort,n7 rf”mr fi fntH4or  
CONFRQTANTkf fi )uJffH CONFRQTANT Hau auH cfrt,4J bl“ t5at  
t5f )r,nc,)auoGnfrbH o4 CONFRQTANT ,Hbarf“ ,n coi )uancf G,t5 anJ  
I a7f anw Earn,n7H AH7ni fnt OrwfrH anw Not,cfH o4 AH7ni fnt  
a))uca0uf to t5fi )frHnauJpb2“ t5at CONFRQTANT G,u4muJ coi )uJ  
G,t5 auuG4muJ Hrfj fwI a7f anwEarn,n7HAH7ni fnt OrwfrHanwNot,cfH  
o4 AH7ni fnt ,n accorwancf G,t5 Ffct,on v2/1 Yet seq. o4 t5f Cau4orn,a  
Lai ,uJ Cowfpanwb“ t5at CONFRQTANT G,ui a,nta,n Hc5 coi )uancf  
t5rom75ont t5f tfri o4 t5,HContract.

hmrHant to Ffct,on 11.11 b0“ o4 t5f QoHAn7fufHAWi ,n,Hrat,j f CowfY  
4a,unrf o4 CONFRQTANT to coi )uJ G,t5 auu a))uca0uf rf)ort,n7  
rf”mr fi fntH or to ,i )ufi fnt uG4muJ Hrfj fw I a7f anw Earn,n7H  
AH7ni fnt OrwfrH anw Not,cfH o4 AH7ni fntYor t5f 4a,unrf o4 anJ  
)r,nc,)au oGnfrbH o4 CONFRQTANT to coi )uJ G,t5 anJ I a7f anw  
Earn,n7HAH7ni fnt OrwfrHor Not,cfHo4 AH7ni fnt a))uca0uf to t5fi  
)frHnauJYHau conH,tntf a wf4amt 0J t5f CONFRQTANT mwfr t5,H  
ContractYH0qct,n7 t5,HContract to tfri ,nat,on ,4 Hc5 wf4amt Hau  
cont,nnf 4or i orf t5an n,nftJ b9l“ vaJHa4fr not,cf o4 Hc5 wf4amt to  
CONFRQTANT 0J t5f CUTB.

AnJ H0contract fntfrfw ,nto 0J CONFRQTANTYto t5f fstfnt auoGfw  
5frfmwfrYHau,ncunw a u; f )roj ,Hon 4or Gor; to 0f )fr4ori fw mwfr  
t5,HContract. La,unrf o4 CONFRQTANT to o0ta,n coi )uancf o4 ,tH  
H0conHtantH Hau conH,tntf a wf4amt 0J CONFRQTANT mwfr t5,H  
ContractYH0qct,n7 t5,HContract to tfri ,nat,on G5frf Hc5 wf4amt Hau  
cont,nnf 4or i orf t5an n,nftJ b9l“ vaJHa4fr not,cf o4 Hc5 wf4amt to

CONFRQTANT 0J t5f CUTB.

CONFRQTANT cfrt,4fHt5atYto t5f 0fH o4 ,tH; noGufw7fY,t ,H4muj  
coi )uj,n7 G,t5 t5f Earn,n7HAH7ni fnt OrwfrHo4au fi )wJffHyanw,H  
)roj,w,n7 t5f nai fHo4 auu nfG fi )wJffHto t5f NfG d,rf e f7,HrJ  
i a,nta,nfw0J t5f Ei )wJi fnt Dfj fw)i fnt Df)arti fnt aHHt 4ort5 ,n  
Ffct,on y11l b0“o4t5f Cau4orn,a hn0uc Contract Cowf.

Ae TUCQE / 1

## **LIVING WAGE ORDINANCE**

CONFRQTANT H5au coi )uj G,t5 t5f Q,j ,n7 I a7f OrwnancfYQAAC  
Ffct,on 1l./y ft H”.YaHai fnwfw4roi t,i f to t,i f. CONFRQTANT  
4mt5fr a7rffHt5at ,t H5aucoi )uj G,t5 4fwrauG )roHr,0,n7 rftauat,on  
4or m,on or7an,: ,n7. AnJ H0contract fntfrfw,nto 0J CONFRQTANT 4or  
Gor; to 0f )fr4ori fw mwfr t5,H Contract i nH ,ncunwf an ,wfnt,cau  
)roj,Hon.

Ae TUCQE / 1

## **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONFRQTANT H5au coi )uj G,t5 t5f Ffrj,cf Contractor I or; fr  
e ftfnt,on OrwnancfYQAAC Ffct,on 1l./ 6 ft H”.YaHai fnwfw4roi t,i f  
to t,i f. AnJ H0contract fntfrfw,nto 0J CONFRQTANT 4or Gor; to 0f  
)fr4ori fwmwfr t5,HContract i nH ,ncunwf an ,wfnt,cau)roj ,Hon.

Ae TUCQE / 2

## **ACCESS AND ACCOMMODATIONS**

CONFRQTANT rf)rfHntHanwcfrt,4fHt5at’

- A. CONFRQTANT H5aucoi )uj G,t5 t5f Ai fr,canHG,t5 D,H0,ut,fH  
ActYaHai fnwfwY32 R.F.C. Ffct,on 1211 l ft H”.Yt5f e f5a0,utat,on  
Act o4 19y/ YaHai fnwfwY29 R.F.C. Ffct,on yl 1 ft H”.Yt5f La,r  
d onHn7 ActYanw,tH,i )ufi fnt,n7 rf7mat,onHanwanJ H0H”nfnt  
ai fnwi fntHYanwCau4orn,a Soj frni fnt Cowf Ffct,on 111/ vp
- V. CONFRQTANT H5aunot w,Hr,i ,natf on t5f 0aHJo4 w,H0,utJ or  
on t5f 0aHJo4 a )frHnkHrfuat,onH,) toYor aHbc,at,on G,t5Ya  
)frHn G5o 5aHa w,H0,utJp
- C. CONFRQTANT H5au )roj ,wf rfaHna0uf accoi i owat,on m)on  
rf”nfH to fnHrf f”nau accfHto CUTB-4mwfw)ro7rai HMrj,cfH  
anwact,j,t,fH
- D. ConHrnt,on G,u 0f )fr4ori fw ,n accorwancf G,t5 t5f Rn,4ori  
LfwrauAccfH0,utJ FtanwarwHbRLAF“Y23 C.L.e . hart 3l panw

E. T5f 0mũn7Hanw 4ac,ut,fHnHw to )roj ,wf Hrfj ,cfHmwfr t5,H Contract arf ,n coi )uancf G,t5 t5f 4fwfauanwHatf HanvarwH4or acefH0,utJ aHHt 4ort5 ,n t5f 2l 1l ADA FtanwarwHCau4orn,a T,tuf 23YC5a) tfr 1lYor ot5fr a))uca0uf 4fwfauanwHatf uaG.

CONFRQTANT mwfrHanwHt5at CUTB ,HrfuJ ,n7 n) on t5fH cfrt,4cat,onH anwrf) rfHntat,onHaHa convt,on to 4mwñ7 t5,HContract. AnJ Hh0contract fntfrfw ,nto 0J CONFRQTANT 4or Gor; to 0f )fr4ori fw mwfr t5,H Contract i nH ,ncumw an ,wnt,cau)roj ,Hon.

Ae TUCQE //

#### **WAIVER**

A Ga,j fr o4a wf4amt o4anJ )artYtfri or )roj ,Hon o4t5,HContract H5au not 0f conHrnfwHa Ga,j fr o4anJ Hncffwñ7 wf4amt or aHa Ga,j fr o4t5f )artYtfri or )roj ,Hon ,tHu4 A )artJkH) fr4ori ancf a4fr t5f ot5fr )artJkH wf4amt H5aunot 0f conHrnfwHa Ga,j fr o4t5at wf4amt.

Ae TUCQE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONFRQTANT i aJ notYmufHH,t 5aH4,rH o0ta,nfw5f Gr,ttfn ) fri ,Hñon o4t5f CUTB’

ba“ AH7n or ot5frG,H aufnatf anJ o4 ,tHr,75tHmwfr t5,HContractY ,ncumñ7 t5f r,75t to )aJi fntpor

b0“ Dfuf7atfYHh0contractYor ot5frG,H tranHfr anJ o4 ,tHwnt,fH mwfr t5,HContract.

Ae TUCQE / v

#### **PERMITS**

CONFRQTANT anw,tHwrfctorH04,cfrH) artnfrH5a7fntHfi )uJ ffHanw Hh0conHntantHto t5f fstfnt auoGfw5frfmwfrYH5auo0ta,n anwi a,nta,n auu ucfnHHY) fri ,tH cfrt,4cat,onH anw ot5fr wocni fntH ncfH4rJ 4or CONFRQTANTkF ) fr4ori ancf 5frfmwfr anwH5au) aJ anJ 4ffHrf”mrfw t5frf4or. CONFRQTANT cfrt,4fHto ,i i fwatfuJ not,4J t5f CUTB o4anJ HhJ fnHonYtfri ,nat,onYua) HHYnon-rfnfGauYor rfHr,ct,onHo4 ucfnHHY ) fri ,tH cfrt,4catfH)or ot5fr wocni fntH

Ae TUCQE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONFRQTANT H5au)roi )tuJ )aJ G5fn wnf auai onmtH) aJ a0uf 4or ua0or anwi atfr,auH4rn,H5fw,n t5f ) fr4ori ancf o4t5,HContract Hb aHto )rfj fnt anJ ufn or ot5fr cua,i mwfr anJ )roj ,Hon o4uaG 4roi ar,Hñ7 a7a,nH anJ CUTB )ro) frtJ hñcumñ7 rf) orthY wocni fntH anw ot5fr tan7,0uf or ,ntan7,0uf i attfr )rowncfw 0J CONFRQTANT 5frfmwfr“Y a7a,nH CONFRQTANT’F r,75tHto )aJi fntH5frfmwfrYor a7a,nH t5f CUTB Yanw

Hau) aJ au ai omntHwnf mwfr t5f Rnfi )uJi fnt UHhrancf Act G,t5  
rfH fct to Hc5 u0or.

Ae TUCQE / y

## **BEST TERMS**

T5ron75ont t5f tfri o4 t5,HContractYCONFRQTANTYHauo4fr CUTB  
t5f OfH tfri HY )r,cfHY anw wHcomntH t5at arf o4frfw to anJ o4  
CONFRQTANTkF cnHoi frH4or Hi ,ur 7oowHanwHrj ,cfH)roj ,wfwmwfr  
t5,HContract.

Ae TUCQE / 8

## **CONTRACTOR RESPONSIBILITY ORDINANCE**

CONFRQTANT Hau coi )uJ G,t5 t5f Contractor e fH onH0,utJ  
OrwnancfYQAAC Ffct,on 11.31 ft H".YaHai fnwfw4roi t,i f to t,i f.

Ae TUCQE / 9

## **BREACH**

Es cf) t 4or fs cnH0uf wfuJ HaHwfHr,Ofw,n **Article 22Y,4anJ** )artJ 4a,uHto  
)fr4ori Y,n G5ouf or ,n )artYanJ )roi ,HYcoj fnantYor a7rffi fnt Ht 4ort5  
5frf,nYor H5omwanJ rf)rfHntat,on i awf 0J ,t Of mtrnfYanJ a77r,fj fw  
)artJ i aJ aj a,u,tHu4 o4 au r,75tHanwrfi fw,fHYat uaG or f"mtJY,n t5f  
comtHo4uaG. Fa,wr,75tHanwrfi fw,fHarf cmi mat,j f o4t5oH )roj ,wfw4or  
5frf,n fs cf) t t5at ,n no fj fnt HauanJ )artJ rfcoj fr i orf t5an oncfYH4fr  
a )fnautJ or 4or4f,tmrYor Of mqHul coi )fnHtfw

Ae TUCQE 31

## **SLAVERY DISCLOSURE ORDINANCE**

CONFRQTANT Hau coi )uJ G,t5 t5f Fuaj frJ D,HuoHrf OrwnancfY  
QAAC Ffct,on 11.31 ft H".YaH ai fnwfw 4roi t,i f to t,i f. AnJ  
H0contract fntfrfw,nto 0J CONFRQTANT 4or Gor; to Of )fr4ori fw  
mwfr t5,HContract i nH ,ncumf an ,wnt,cau)roj ,Hon.

Ae TUCQE 31

## **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

RnufHot5frG,H fs fi )tY,4t5,HContract ,Hj aufwat \$111 Y11 or i orf anw  
rf"mrH a))roj au 0J an fufctfw CUTB o4cfY CONFRQTANTY  
CONFRQTANTkF )r,nc,)auHY anw CONFRQTANTkF Fn0conHtantH  
fs) fctfwto rf cf,j f at ufaH \$111 Y11 4or )fr4ori ancf mwfr t5f ContractY  
anwt5f )r,nc,)auHo4t5oH Fn0conHtantHt5f ge fHr,ctfw hfrHbnH ("Hau  
coi )uJ G,t5 C5artfr Ffct,on 3yl bc"bl2" anw QAMC Ffct,on 39.y./v.  
La,unrf to coi )uJ fnt,tuHCUTB to tfri ,natf t5,HContract anwto )nrHf au  
aj a,u0uf uf7aurfi fw,fH C5artfr Ffct,on 3yl bc"bl2" anw QAMC Ffct,on  
39.y./v ui ,t t5f a0,utJ o4 t5f e fHr,ctfw hfrHbnH to i a; f cai )a,7n  
contr,0nt,onHto anwfn7a7f ,n 4mwra,Hn7 4or cfrta,n fufctfwCUTB o4,c,auH  
or canw,watfH4or fufctfwCUTB o4cf 4or tGfy f i ont5Ha4fr t5,HContract

,H H7nfw Awwt,onauJ Ya CONFRQTANT H0qct to C5artfr Ffct,on 3yl b“bl2“ ,H rf”mrfrw to coi )uJ G,t5 w,HuHrf rf”mrfr fntH 0J H0i ,tt,n7 a coi )uftfw anw H7nfw Et5,cHCoi i ,H0n Lori vv anw to ai fnw t5f ,n4ori at,on ,n t5at 4ori aH Hfc,4fw 0J uG. AnJ CONFRQTANT H0qct to C5artfr Ffct,on 3yl b“bl2“ H0au ,ncunw t5f 4u0G,n7 not,cf ,n anJ contract G,t5 anJ Fn0conHtant fs) fctfwto rfcf,j f at ufaH \$111 Y11 4or )fr4ori ancf mwfr t5,HContract’

gNot,cf e f7arw,n7 e fHr,ct,onH on Cai )a,7n Contr,0nt,onH anw Lmwra,Hn7 ,n C,tJ Eufct,onH

Bom arf a H0conHtant on C,tJ o4 QoH An7fufH Contract #\_\_\_\_\_. hmrHant to t5f C,tJ o4QoHAN7fufHC5artfr Ffct,on 3yl b“bl2“ anwrfuafworw,nancfHYJomanwJomr )r,nc,)auHarf )ro5,0,tfw 4roi i a; ,n7 cai )a,7n contr,0nt,onHto anw4mwra,Hn7 4or cfrta,n fufctfw C,tJ o4QoHAN7fufHbgCUTB(“ o4,c,auHanw canw,watfH4or fufctfw CUTB o4,cf 4or tGfuj f i ont5Ha4fr t5f CUTB contract ,HH7nfw Bomarf rf”mrfrw to )roj ,wf t5f nai fHanw contact ,n4ori at,on o4Jomr )r,nc,)auHto t5f CONFRQTANT anwto ai fnwt5at ,n4ori at,on G,t5,n tfn 0nHnfHHwaJH,4 ,t c5an7fHwrr,n7 t5f tGfuj f i ont5 t,i f )fr,ow La,unrf to coi )uJ i aJ rfHnt ,n tfri ,nat,on o4t5,HContract anwanJ ot5fr aj a,u0uf uf7aurfi fw,fH u4ori at,on a0ont t5f rfHr,ct,onHi aJ 0f 4omwonunf at ft5,cHuac,tJ.or7 or 0J cau,n7 t5f QoHAN7fufHC,tJ Et5,cHCoi i ,H0n at b21/“9y8-1961.(

Ae TUCQE 32

## FIRST SOURCE HIRING ORDINANCE

CONFRQTANT H0au coi )uJ G,t5 t5f L,rH Fomcf d,r,n7 Orw,nancfY QAAC Ffct,on 11.33 ft H”.YaH ai fnwfw 4roi t,i f to t,i f. AnJ H0contract fntfrfw ,nto 0J CONFRQTANT 4or Gor; to 0f )fr4ori fw mwfr t5,HContract i nH ,ncunw an ,wfnt,cau)roj ,H0n.

Ae TUCQE 3/

## IRAN CONTRACTING ACT

u accorvancf G,t5 Cau4orn,a hn0uc Contract Cowf Ffct,onH2211-2218Y auu0,wwfrHH0i ,tt,n7 )ro) oHuH4orYfntfr,n7 ,ntoYor rfnfG,n7 contractH G,t5 t5f C,tJ o4QoHAN7fufH4or 7oowHanwHrj ,cfHfH,i atfwat \$1Y11 Y11 or i orf arf rf”mrfrwto coi )uftfYH7nYanwH0i ,t t5f gUan Contract,n7 Act o42111 Coi )uancf A4,vaj ,t(.

Ae TUCQE 33

## SUSPENSION

At CUTBkF Huf w,Hrft,onYCUTB i aJ H0fnwanJ or auHrj ,cfH)roj ,wf w mwfr t5,HContract 0J )roj ,w,n7 CONFRQTANT G,t5 Gr,ttfn not,cf o4 H0fnH0n. R) on rfcf,) t o4t5f not,cf o4H0fnH0nYCONFRQTANT H0au ,i i fwatfuJ cfaH t5f Hrj ,cfHH0fnwfwanwH0aunot ,ncmr anJ awwt,onau o0u7at,onHYcoHHor fs) fnFHto CUTB mnt,uCUTB 7,j fHGr,ttfn not,cf to rfcoi i fncf t5f Hrj ,cfH

**DATA PROTECTION**

- A. CONFRQTANT H̄au )rotfctYnH̄n7 t5f i oH H̄cmf i fanHanw tfe5now7J t5at ,Hcoi i frc,auJ aj a,ua0ufYCUB-)roj ,wfw wata or conH̄i fr-)roj ,wfw wata ac”mr̄fw,n t5f comH̄f anw H̄to) f o4 t5,H ContractY,ncum̄w̄n7 0nt not uī ,tfwto cnH̄oi fr uHHanwcnH̄oi fr crfwt carw or conH̄i fr wataYbcoufct,j fuY t5f gC,tJ Data(“ CONFRQTANT H̄aunot,4J CUB ,n Gr,t,n7 aHH̄on aH̄faH̄na0uJ 4faH̄0ufY anw ,n anJ fj fnt G,t5,n tGfntJ-4omr 5omH̄Y o4 CONFRQTANTkF w̄H̄oj frJ or rfaH̄na0uf 0fuf4 o4 anJ mant5or,: fw accfH̄o4 C,tJ Data ba gData Vrfac5(“Yor o4 anJ ,nc,wfnt a4fct,n7Yor )otfnt,auJ a4fct,n7 C,tJ Data rfuatfwto cJ0fr H̄cmr,tJ ba gFfcmr,tJ Ūc,wfnt(“Y,ncum̄w̄n7Y0nt not uī ,tfwtoYwf̄n,au o4H̄rj ,cf attac; YanwH̄H̄fi onta7fY,nHa0,utJ or wf7rawat,on wnf to coi )ntfr i auGarf or j,rmH̄ CONFRQTANT H̄au 0f7,n rfi fwat,on ,i i fwatfuJ. CONFRQTANT H̄au )roj ,wf wa,uJ n) watfH̄or i orf 4f”nfntuJ ,4rf”mr̄fw0J CUBYrf7arw̄n7 4nw̄n7H̄ anwact,onH̄) fr4ori fw0J CONFRQTANT mnt,ut5f Data Vrfac5 or Ffcmr,tJ Ūc,wfnt 5aH̄ 0ffn f4fct,j fuJ rfH̄uj fw to CUBkF H̄t,H̄act,on. CONFRQTANT H̄auconw̄net an ,nj fH̄,7at,on o4 t5f Data Vrfac5 or Ffcmr,tJ Ūc,wfnt anw H̄auH̄arf t5f rf) ort o4 t5f ,nj fH̄,7at,on G,t5 CUB. At CUBkF H̄uf w̄H̄rft,onYCUB anw,tH̄ ant5or,: fwa7fntHH̄au5aj f t5f r,75t to ufaw or )art,c,) atf ,n t5f ,nj fH̄,7at,on. CONFRQTANT H̄aucoo) fratf 4muJ G,t5 CUBY,tH̄ a7fntHanwuaG fn4orcfi fnt.
- V. U CUB ,HH̄0q̄ct to ua0,utJ 4or anJ Data Vrfac5 or Ffcmr,tJ Ūc,wfntY t5fn CONFRQTANT H̄au 4muJ ,nw̄fi n,4J anw 5ow 5ari ufHCUB anww̄f4nwa7a,nH̄ anJ rfH̄nt,n7 act,onH̄

**CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONFRQTANT H̄aucoi )uJ G,t5 t5f C,tJ ContractorH̄RH̄ o4 Cr,i ,nau d ,HorJ 4or ConH̄w̄rat,on o4Ei )uJi fnt A))ucat,onH̄Orw̄nancfYQAAC Ffct,on 11.38 ft H̄”.YaH̄ai fnw̄fw 4roi t,i f to t,i f. AnJ H̄0contract fntfrfw ,nto 0J CONFRQTANT 4or Gor; to 0f )fr4ori fw mw̄fr t5,H̄ Contract i nH̄ ,ncum̄w̄ an ,wfnt,cau)roj ,H̄on.

**LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotG,t5Hanw̄n7 anJ ot5fr )roj ,H̄on o4t5,H̄ContractY,ncum̄w̄n7 anJ fs5,0,tH̄ or attac5i fntH̄,ncor)oratfw̄t5frf,nYanw,n orw̄r 4or CUB to coi )uJ G,t5 ,tH̄7oj frn,n7 uf7aurf”mr̄fi fntHYCUB H̄au5aj f no o0u7at,on to i a; f



anJ )aJi fntHto CONFRQTANT mufHICUTB H5au5aj f 4rH i awf an  
a))ro)r,at,on o44mwHf”nauto or ,n fscfH4,tHo0u7at,on to i a; f anJ  
)aJi fntHaH)roj ,wf w,n t5,HContract. CONFRQTANT a7rffHt5at anJ  
Hrj ,cfH)roj ,wf w0J CONFRQTANTY) mrc5aHHi awf 0J CONFRQTANT  
or fs) fnHH,ncmrrfw0J CONFRQTANT ,n fscfH4t5f a))ro)r,at,onbHf  
H5au0f 4rff anwG,t5ont c5ar7f to CUTB anwCUTB H5au5aj f no o0u7at,on  
to )aJ 4or t5f Hrj ,cfH) mrc5aHHor fs) fnHH CONFRQTANT H5au5aj f  
no o0u7at,on to )roj ,wf anJ Hrj ,cfH)roj ,wf anJ f”m)i fnt or ,ncmr anJ  
fs) fnHH,n fscfH4t5f a))ro)r,atfwai omtbHf mnt,uCUTB a))ro)r,atfH  
awwt,onau4mwH4or t5,HContract.

Ae TUCQE 38

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

CONFRQTANT H5aucoi )uJ G,t5 au,wfnt,tJ t5f4 uaGH,ncumxn7 G,t5ont  
ui ,tat,onYuaGHrfuatfwto’ bl“)aJi fnt wfj ,cfHb2“ crfw,t anwwf0,t carw  
4rampanwb’ “t5f La,r anwAccmratf Crfw,t TranHact,onHAct bLACTA(“Y  
,ncumxn7 ,tHrf”mrfi fnt rfuat,n7 to t5f contfnt o4 tranHact,on rfcf,)tH  
)roj ,wf w to CnHoi frH CONFRQTANT auHb H5au coi )uJ G,t5 au  
rf”mrfi fntH rfuatfw to i a,nta,n,n7 coi )uancf G,t5 haJi fnt Carw  
UwvHrJ Data Ffcnr,tJ FtanwarwHbghCUDFF(“ Dmr,n7 t5f )fr4ori ancf o4  
anJ Hrj ,cf to ,nHauY)ro7rai or m)watf )aJi fnt wfj ,cfHf”m))fw to  
conwret crfw,t or wf0,t carw tranHact,onHY,ncumxn7 hCUDFF Hrj ,cfH  
CONFRQTANT H5auj fr,4J )ro)fr trmcat,on o4 rfcf,)tH,n coi )uancf  
G,t5 LACTA.

Ae TUCQE 39

## **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

Cau4orn,a hn0uc e fHmrcfHCowf Ffct,on v163 )ro5,0,tHa )n0uc a7fncJ  
4roi 5,r,n7 a )frHbn 4or fi )wJi fnt or aHa j oumtffr to )fr4ori Hrj ,cfH  
at anJ )ar; YuaJ7romwYor coi i nm,tJ cfntfr nHfw4or rfcrfat,onau)m) oHH  
,n a )oHt,on t5at 5aHHh) frj ,HrJ or w,H,)unarJ ant5or,tJ oj fr anJ i ,norY  
,4t5f )frHbn 5aH0ffn conj ,ctfwo4cfrta,n cr,i fHaHrf4rfncfw,n t5f hfnau  
Cowf anw art,cmatfw ,n Cau4orn,a hn0uc e fHmrcfH Cowf Ffct,on  
v163ba”b2“.

U a))uca0ufY CONFRQTANT H5au coi )uJ G,t5 Cau4orn,a hn0uc  
e fHmrcfHCowf Ffct,on v163YanwH5auawwt,onauJ aw5frf to aurmH Hanw  
rf7mat,onHt5at 5aj f 0ffn awo)tfw or t5at i aJ 0f awo)tfw 0J CUTB.  
CONFRQTANT ,H rf”mrfw to 5aj f au fi )wJffHY j oumtffrH anw  
Fn0conHtantH bncumxn7 au fi )wJffH anw j oumtffrH o4 anJ  
Fn0conHtant“ o4 CONFRQTANT Gor; ,n7 on )rfi ,HH to )aH a  
4n7fr)r,nt anw 0ac; 7romw c5fc; t5rom75 t5f Cau4orn,a Df)arti fnt o4  
xnH,cf at CONFRQTANTkF Huf fs) fnHY,nwcat,n7 t5at Hrc5 ,nwj ,wmauH  
5aj f nfj fr 0ffn conj ,ctfwo4cfrta,n cr,i fHaHrf4rfncfw,n t5f hfnauCowf

anwart,cmatfw,n Cau4orn,a hn0uc e fHmrcfHCowf Ffct,on v163ba‘b2‘Y,4 t5f ,nwj ,wnau G,u 5aj f Hn) frj ,HbrJ or w,H,)unarJ ant5or,tJ oj fr anJ i ,nor.

Ae TUCQE v1

## **POSSESSORY INTERESTS TAX**

e ,75tH7rantfw to CONFRQTANT 0J CUTB i aJ crfatf a )oHfHbrJ ,ntfrfH. CONFRQTANT a7rffHt5at anJ )oHfHbrJ ,ntfrfH crfatfwi aJ 0f H0qct to Cau4orn,a e fj fnnf anwTasat,on Cowf Ffct,on 1l y.6 anwa )ro)frtJ tas i aJ 0f ufj ,fw on t5at )oHfHbrJ ,ntfrfH. U a))uca0ufY CONFRQTANT H5au)aJ t5f )ro)frtJ tas. CONFRQTANT ac;noGufw7fH t5at t5f not,cf rf”mrfw mwfr Cau4orn,a e fj fnnf anwTasat,on Cowf Ffct,on 1l y.6 5aH0ffn )roj ,wfw

Ae TUCQE v1

## **CONFIDENTIALITY**

Auwocni fntHY,n4ori at,on anwi atfr,auH)roj ,wfwto CONFRQTANT 0J CUTB or wfj fw)fw 0J CONFRQTANT )mHant to t5,H Contract bcoufct,j fuJ gCon4wnt,auH4ori at,on(“arf con4wnt,au CONFRQTANT H5aunot )roj ,wf or w,HwHf anJ Con4wnt,auH4ori at,on or t5f,r contfntH or anJ ,n4ori at,on t5frf,nYf,t5fr orauJ or ,n Gr,t,n7Yto anJ )frHn or fnt,tJ Yfs cf)t aHant5or,: fw0J CUTB or aHrf”mrfw0J uaG. CONFRQTANT H5au,i i fwatfuJ not,4J CUTB o4 anJ attfi )t 0J a t5,rw)artJ to o0ta,n acfHH to anJ Con4wnt,au H4ori at,on. T5,H )roj ,Hon G,u Hnrj ,j f fs),rat,on or tfri ,nat,on o4t5,HContract.

Ae TUCQE v2

## **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

RnufHH ot5frG,H fsfi )t ,n accorwancf G,t5 t5f )roj ,HonH o4 t5,H OrwnancfYt5,H Contract ,H H0qct to t5f D,HwHrf o4 Vorwfr I au Contract,n7 OrwnancfYFfct,on 1l .vl o4 t5f QoHAn7fufHAWi ,n,Hrat,j f CowfYaHi aJ 0f ai fnwfw4roi t,i f to t,i f. CONFRQTANT cfrt,4fHt5at ,t 5aHcoi )ufwG,t5 t5f a))uca0uf )roj ,HonHo4t5,HOrwnancf. La,umrf to 4muJ anwaccmratfuJ coi )uftf t5f a44,vaj ,t i aJ rfHnt ,n tfri ,nat,on o4t5,H Contract.

Ae TUCQE v/

## **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Ei )wJ ffHo4 ConHtant anwzor )frHnHGor; ,n7 on ,tH0f5au4Y,ncumwn7Y 0mt not ui ,tfw toYH0conHtantHbcoufct,j fuJ YgContractor hfrHnnfu(“Y G5,uf )fr4ori ,n7 Hrfj ,cfHmwfr t5,HContract anw) r,or to ,ntfract,n7 ,n )frHn G,t5 C,tJ fi )wJ ffHYcontractorHYj ountffrHYor i fi 0frHo4 t5f )n0uc bcoufct,j fuJ YgU-hfrHn Ffrj ,cfH(“i nH 0f 4muJ j acc,natfwa7a,nH t5f noj fucoronaj ,rnH2l 19 bgCOWUD-19(“: gLmuJ j acc,natfw( i fanHt5at

13 or i orf waJH5aj f ) aHfwHncf Contractor hfrHnnfu5aj f rfef,j fwt5f  
4nau woH o4 a tGo-woH COWD-19 j acc,nf Hr,fHbMowfna or h4: fr-  
V,oNTfc5“ or a Hn7uf woH o4a onf-woH COWD-19 j acc,nf bxo5nHbn &  
xo5nHbnzanHfn“ anw auu 0ooHfr woHHrfcoi i fnwfw 0J t5f CfntfrH4or  
D,HafH Controuanwhrfj fnt,on. hr,or to aHJ7n,n7 Contractor hfrHnnfuto  
) fr4ori U-hfrHbn Ffrj ,cfHY ConHntant H5au o0ta,n ) roo4 t5at Hc5  
Contractor hfrHnnfu5aj f 0ffn 4muJ j acc,natfw ConHntant H5au rfta,n  
Hc5 ) roo4 4or t5f wocni fnt rftfnt,on ) fr,ow Ht 4ort5 ,n t5,HContract.  
ConHntant H5au 7rant i fwcauor rfj,7,onHfsfi ) t,onHbgEsfi ) t,onH“ to  
Contractor hfrHnnfu aHrf”mrfw 0J uG. U ConHntant G,HfHto aHJ7n  
Contractor hfrHnnfu G,t5 Esfi ) t,onH to ) fr4ori U-hfrHbn Ffrj ,cfHY  
ConHntant H5au rf”mrf Hc5 Contractor hfrHnnfu to mwfr7o Gff; uJ  
COWD-19 tfH,n7YG,t5 t5f 4mucoH o4tfH,n7 to 0f 0ornf 0J ConHntant.  
U Contractor hfrHnnfutH ) oHt,j fYt5fJ H5aunot 0f aHJ7nfwto ) fr4ori  
U-hfrHbn Ffrj ,cfHorYto t5f fstfnt t5fJ 5aj f aufawJ 0ffn ) fr4ori ,n7 U-  
hfrHbn Ffrj ,cfHYH5au 0f ,i i fwatfuJ rfi oj fw4roi t5oH aHJ7ni fntH  
Lmt5fri orfY ConHntant H5au ,i i fwatfuJ not,4J C,tJ ,4 Contractor  
hfrHnnfu ) fr4ori ,n7 U-hfrHbn Ffrj ,cfHbl“ 5aj f tfHfw ) oHt,j f 4or or  
5aj f 0ffn wa7noHwG,t5 COWD-19Yb2“ 5aj f 0ffn ,n4ori fw0J a i fwcau  
) ro4HJonaut5at t5fJ arf u; fuJ to 5aj f COWD-19Yor b“ i fft t5f cr,tfr,a  
4or ,Huat,on mwfr a ) uca0uf 7oj frni fnt orwfrH

EXCEhT AF EXhe EFFQB MODULUED 5frf,nYt5f Contract fsfcntfwon \_\_\_\_\_  
rfi a,nHmc5an7fw

UN I UTNEFF I d Ee EOLYt5f ) art,fH5frfto 5aj f fsfcntfw5,HAI fnwi fnt No. \_\_\_\_\_ on t5f  
waJ anwJ far Gr,ttfn 0fwG.

**PARSONS**

**By: Bill Lu, P.E.**

**Title: Prnoect Mj aj ger**

**Dj te:**

**CITY OF LOS ANGELES**

**By: Greg Gnnd**

**Title: Presideat, Bnj rd nf Public Wnrks**

**Dj te:**

**By:**

**Dj te:**

**ATTEST:**

d OQQB Q. I OQCOTT, C,tJ Cuf;r;

**By:**

**Dj te:**

**APPROVED AS TO FORM:**

MUCd AEQ N. LEREe YC,tJ AttornfJ

**By:**

**Title: Assistj at City Attnraey**

**Dj te:**

AMENDMENT NO. 1

to

Contract No. C-129664

for the

REPAIRS TO THE BRIDGE AND ENVIRONMENTAL  
IMPACT STATEMENT

Project

City of Vancouver

and

the

AMENDMENT NO. 1 TO CONTRACT NO. C-129664 OF THE PEPPER HILL LAND DEVELOPMENT  
PROJECT AND ENVIRONMENTAL IMPACT STATEMENT, E  
CLT OF UOWANVILLE AND WOMAN

That As the hnt s oYs the Contract hntxthYon uxJl 12d2y10d7htBhnt fh CHL o5  
Uoi AnbhJhi gfhrrhMa5hr rh5hrrhYto ai (CLT""anYeios ai gfhrrhMa5hr rh5hrrhYto ai  
(CONTRACTANT"".

FITNEWET,

F, EPEAWCLT W HixhYa Ph) xhit 5or RxaJHtationi gPIR" on Wqths 7hr 29d2y16 5or  
qrophct s anabhs hntd qJannHbd YhiHn anY conitrxctHn s anabhs hnt 5or BaithBathr anY  
itors Bathr rhJathY qrophcti anY CONTRACTANT ix7s HthY a itaths hnt o5 )xaJHtationi, H  
rhiqoni hj anY

F, EPEAWCONTRACTANT Yhs onitratH) xaJHtationi to qhr5ors iaY i hr; Hhi anY  
Bai ihJhethY7l CLT W ita557aihYon fh h; aJxatHn crHhH iht 5ortf H fh PI Rj anY

F, EPEAWon uxJl 12d2y10dContract No. C-129664 Bai aBarYhYto CONTRACTANTd  
fh thrs i o5BfHf BH hntHh on uxJl 11d2y22j anY

F, EPEAW fh CONTRACTANT H crrhntJl qro; Hhb on-caJl BaithBathr anY  
hn; Hons hntaJ hnbHhhrHb i hr; Hhi 5or fh; arHxi Dhqarts hnt o5ex7JH F orvi qrophcti anY fai  
fh caqacH anYhmqhrHhchYqhri onnhJ to qro; Hh fh rh) xHhY i hr; Hhi j anY

F, EPEAWfh CLT W anYCONTRACTANT fa; h abrhYto hntHnYfh thrs o5fh Contract  
7l k aYHhnaJl hari tfroxbf uxJl 11d2y20j anY

F, EPEAWfh CLT W'WDhqarts hnt o5ex7JH F orvi dGxrha o5EnbHhhrHb dgfhrrhMa5hr  
rh5hrrhY to ai (GOPEAQ""d H fh erobras Manabhr anY o; hrihhi fh CONTRACTANT'W  
qhr5ors anch o5fh Contract j anY

NOF dT, EPEI OPEd H conitHrathHn o5 fh 5orhboHb anY o5 fh 7hnh5H BfHf BH  
accrxh to fh qartHh fhrhto H carrl Hb oxt fh conYHhni o5fh H As hnYs hnt No. 1dContract No.  
C-129664 H fhrh7l as hnYhYai 5oJJoBi:

ARTICLE 1

**DEFINITIONS**

No Cf anbh

ARTICLE 2

**PROJECT DESCRIPTION**

Article 2 H fhrh7l as hnYhYH H hntHhntl to rhaYai 5oJJoBi:

On chrtah ex7JH F orvi qrophcti dth Gxrha o5EnbHhhrHb qJani to xtHh  
conixJtanti to qro; Hh qrobras s anabhs hntd qrophct s anabhs hntd



qJannHbd YhiHn anY conitrxtion s anabhs hnt 5or BaithBathr anY itors Bathr rhJathY qrophcti dios htH hi on an hs hrhbncl 7aiHdYxrHb tfh coxrih o5a thn-l har qhrHbY. Tfh h i hr; Hhi s al HcJxYhd7xt arh not JH HhY to tfh o; hraJJ qJannHbdYhiHn anYconitrxtion s anabhs hnt o5BaithBathr anY itors Bathr rhJathY qrophcti ixcf ai con; hl anch iliths ida7aths hnt 5acHdHid qxs qHb qJantid trhats hnt 5acHdHid oYor controJd rhcl cJhYrhcJaH hY Bathr qrophcti anY otfhr BaithBathr anY itors Bathr 5acHdHid oBnhYor qJannHY7l tfh CLTw.

#### ARTICLE 4

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 4 H fhrh7l as hnYhYto aYYWiction 4.4 to rhaYai 5oJJoBi:

#### **4.4 Phthntion o5PhcorYidAxYH anYP hqorti**

CONTRACTOR ifaJJ s aHtaH aJJ rhcorYidHcJxYHb rhcorYi o5 5hancHJ traniactiHni dqrhtaHb to tfh qhr5ors anch o5tfH ContractdH tfH orHbHJ 5ors or ai otfhrBHH aqro; hY7l CLTw. Tfh h rhcorYi ifaJJ 7hrhtaHhY 5or a qhrHbY o5no Jhi i tfan tfrhh l hari 5ros tfh Jathr o5tfh 5oJJoBHHb: gl” 5haJ qal s hnt s aYh 7l CLTwd g2” tfh hmqHation o5 tfH Contract or g4” thrs Hation o5tfH Contract. Tfh rhcorYi BH 7h ix7pct to hnas Hation anY axYH 7l axtf orHhY CLTw qhri onnhJ or CLTw’ Wrhqrhi hntatHhi at anl tH h. CONTRACTOR ifaJJ qro; Hh anl rhqorti rh) xhithY 7l CLTw rhbarYHb qhr5ors anch o5 tfH Contract. Anl ix7contract hnthrhY Hto 7l CONTRACTOR 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHJ qro; Hh.

In JHx o5rhtaHb tfh rhcorYi 5or tfh thrs ai qrhi crHhYH tfH qro; Hhond CONTRACTOR s al dxqon CLTw’ WBrHh hn aqro; aJdix7s H tfh rh) xhithY H 5ors ation to CLTw H an hJctronH 5ors atdh.b. QWG 5laif YrHhdat tfh hmqHation or thrs Hation o5tfH Contract.

#### ARTICLE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 3 H fhrh7l as hnYhYH H 5h t qarabraqf to rhaYai 5oJJoBi:

CLTw YhiHnathi Etfan G. F onb ai H ENVINEEPd rhqrhi hntHb tfh CLTw H aJJ s atthri BHfH tfh icoqh o5 tfH Contract rhJatHb to tfh conYxct anYaqqro; aJo5tfh Borv to 7h qhr5ors hY. F fhn; hr tfh thrs "aqro; aJo5CLTwd" "conixJt BHf CLTwd" "con5hr BHf CLTwd" or iH Har thrs i arh xihYdtfhl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al YhiHnath an ai iHtant to act H fH i thaY.

AP TLCUE k

## TERM OF CONTRACT

ArtH k H fhrh7l as hnYhYH H hntHhlt to rhaYai 5oJoBi:

QnJhii otflhrBfHh qro; FhYdtfh thrs o5tfH Contract ifaJJ 7hbH on tfh Yath  
o5 5xJJ hnhextHn o5 tfH Contract anY ifaJJ hmqHh H 1y l hari xnJhii  
thrs HhathYai qro; FhYxnYhr ArtHJh 13 or hnthnYhY7l as hnYs hnt to tfH  
Contract.

Tf h Yath o5 5xJJ hnhxtf h n H Yh 5h h Y ai tf h Yath Bf hn aJJ o5 tf h 5oJJ oB h h b  
h; hnti fa; h occxrrhY:

g” Tfh Contract fai 7hnn i 7hnhYon 7hfaJ5o5CONWQUTANT 7l tfh  
qhrion or qhrioni axtfor 7hYto 7hYCONWQUTANT fhrhtoj

g<sup>7</sup> Tfh Contract fai 7hhn aqgro; hY7l tfh CHl CoxncHanY/or 7l tfh  
GoarYdo55hr or hs qJol hh axtf or hY to bHh ixcf aqgro; aJ

g” Tfh O55th o5tfh CH Attornhl fai hYhathYh Brhthb h aqpro; aJ  
o5tfh Contract ai to 5ors j anY

gY' Tfh Contract fai 7hhn i HbnhYon 7hfaJ5o5tfh CLTw 7l tfh qhri on  
Yhi HbnathY7l tfh CHH CoxncH or 7l tfh GoarYdo55Hhr or hs qJol hh  
axtf or IzhYto hnthr Hto tfh Contract.

AP TLCUE 6

### SUBCONSULTANT APPROVAL

No Cf anbh

APTLCUE 0

## COMPENSATION, INVOICING AND PAYMENT

No Cf anbh

AP TLCUE 8

## SUCCESSORS AND ASSIGNS

Article 8 of the 1971 Convention on the High Seas, which provides that the flag state of a ship is responsible for its actions, is the basis for the responsibility of the flag state for the actions of its ships. The Convention also provides that the flag state is responsible for the actions of its ships in the exclusive economic zone (EEZ) of another state. The Convention also provides that the flag state is responsible for the actions of its ships in the continental shelf of another state. The Convention also provides that the flag state is responsible for the actions of its ships in the continental shelf of another state.

AJJ o5 tfh thrs id conYHhoni d anY qro; Hhoni fhrho5 ifaJJ Hxrh to tfh 7hnh5Hh o5 anY 7h 7HhYhb xqon tfh qartHh fhrhto anY tfhH rhqhctHhixcchiiori anYaiiHhoni qro; FhYdfOBh; hrdtfat no aiiHhns hnt o5 tfh Contract ifaJJ 7h s aYh Bffox t BrHhhn conihnt o5 tfh qartHh to tfH Contract ai rh)xHhYxnYhr **Article 35.**

## APTLCUE 9

### CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

Art. 9 of the 1971 Convention on the High Seas, which provides that the flag state of a ship is responsible for its actions, is the basis for the responsibility of the flag state for the actions of its ships. The Convention also provides that the flag state is responsible for the actions of its ships in the exclusive economic zone (EEZ) of another state. The Convention also provides that the flag state is responsible for the actions of its ships in the continental shelf of another state. The Convention also provides that the flag state is responsible for the actions of its ships in the continental shelf of another state.

AJJ notdhi ifaJJ 7h s aYh H BrHhB anYs al 7h bHhn 7l qhrionaJ YhJHrl or 7l s aH Wxf notdhi ihnt 7l s aHifoxJY7h rhbHthrhY or chrtSHY anYihnt to tfh YhiHhY contact qhrion 5or hacf qartl anY aYYrhiihYai 5oJJoBi:

To tfh CLT<sub>w</sub>:

Contact e hri on:

A YYrhi i :

Et f an G. F on b d D H, H on En b H h r

Gxrhax o5 EnbHhhrHhb

En; Hons hntaJ EnbHhhrHb DH; Hlon

12yyy S HIta DhJ Mar

erhbhri on GJYb.dWkHh 2yy

eJal a DhJ P hl dCA 9y294

To CONWUTANT:

Contact e hri on:

A Y Y r h i i :

Gl ron To7hl dur.de .E.dS Hh

erhi Fhnt

kkk Wxtf I JoBhr WrhhtdWkHh 33yy

Uoi AnbhJhi dCA 9yy01

APTLCUE 1y

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

IntntHnaJl Jh5t 7Janv

APTLCUE 11

## ORDER OF PRECEDENCE

IntntHnaJl Jh5t 7Janv

Tf h Contract H f hrh7l as hnYhYto HcJxYh tf h 5oJJoBhb ArticleJhi:

APTLCUE 12

## SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

AJJ tHhidi x7tHhidi or fhaYHbi H tfH Contract fa; h 7hhn  
HihrthY 5or con; hnHhch anYifaJJ not 7h Yhhs hY to a55hct tfh s hanHb or  
conitrxctHn o5 anl o5tfh thrs i or qro; HhHni fhrho5. Tfh Janbxabh o5tfH  
Contract ifaJJ 7h conitrxhYaccorYHb to Hh 5aHs hanHb anYnot itrHtJl 5or  
or abaHhit tfh ClTw or CONWQUTANT. Tfh BorY (CONWQUTANT“  
fhrhH tfH Contract HhCxYhi tfh qartl or qartHh YHntH5HhYH tfh Contract.  
Tfh iHhbxJar ifaJJ HhCxYh tfh qJxraJl H5 tfhrh H s orh tfan onh  
CONWQUTANT fhrhHhdxnJhi i hnrhiiJl itathYotfhrBHhdtfhHh o7JHbatHni

anY Jh7Hhhi fhrhxnYhr ifaJJ 7h pht anYih; hraJ. Qih o5 tfh Shs Hhhd s aixJHhdor nhxthr bhnYhri ifaJJ 7h Yhs hY to HcJxYh tfh bhnYhri not xihY.

Tfh nxs 7hr o5 orHhhaJ thnti o5 tfH Contract ifaJJ 7h h) xaj to tfh nxs 7hr o5 tfh qartHh fhrhtodonth thnt 7hHb rhtaHhY 7l hacf qartl. At tfh CITw'W oqthondonth or s orh aYYHhonaJ orHhhaJ thnti o5 tfH Contract s al aJio 7h rhtaHhY 7l tfh CITw.

#### APTICUE 14

#### **KEY CONSULTANT PERSONNEL**

14.1 QnJhii otfhrBHh qro; HhY or aqqro; hY 7l tfh CITwd CONVQUTANT ifaJJ xih Hh oBn hs qJol hhi to qhrSors tfhihr; Hhhi YhicerHhY Hh tfH Contract. Tfh CITw ifaJJ fa; h tfh rHft to rh; HhB anY aqqro; h anl qhrionnhJ Bfo arh aiiHhnhY to Borv xnYhr tfH Contract. CONVQUTANT abrhhi to rhs o; h qhrionnhJ Sors qhrSors HhB Borv xnYhr tfH Contract Hh rh) xhithY to Yo io 7l tfh CITw.

14.2 CONVQUTANT BHJ YhiHhath vhl conixJtant qhrionnhJ to Hh qJhs hnt tfh Borv on a tai v 7l tai v 7ai Hh. AJJ thefnHhJ i qhcHhJ Hhiti aiiHhnhY to hacf tai v xnYhr tfH contract ifaJJ 7h ix7pht to tfh ENVINEEP'Waqgro; aJ.

14.4 CONVQUTANT abrhhi tfat qhrionnhJ aiiHhnhY to tfhih qoiHhoni at tfh cos s hncs hnt o5 ihr; Hhhi xnYhr tfH Contract ifaJJ ihr; h Hh tfhih qoiHhoni ai Jonb ai rh) xHhY 7l tfh CITwd anY CONVQUTANT ifaJJ not cfanbh qhrionnhJ aiiHhnhY to tfhih qoiHhoni BHf oxt tfh conihnt anY aqqro; aJ o5 tfh ENVINEEPd qro; HhYixcf conihnt ifaJJ not 7h xnrhaiona7Jl BHf fhJY.

#### APTICUE 13

#### **TERMINATION**

A. Thrs Hhathon 5or Con; hnHhnh

CITw s al thrs Hhath tfH Contract 5or CITw'Wcon; hnHhnh at anl tHh 7l qro; HhHb CONVQUTANT tfHtl Yal i BrHhthn notHh. Qqon rhchHt o5 tfh notHh o5 thrs Hhathond CONVQUTANT ifaJJ Hh s hYHhJl tavh actHh on not to Hhcxr anl aYYHhonaJ o7JHhathonid coiti or hnqhnihid hncHt ai s al 7h nhchiarl to thrs Hhath Hh actHhHhhi. CITw ifaJJ qal CONVQUTANT Hh rhaiona7Jh anY aJJoBa7Jh coiti tfroxbf tfh h5HctHh Yath o5 thrs Hhathon anYtfoih rhaiona7Jh anY nhchiarl coiti HhcxrrhY 7l CONVQUTANT to h5Hct tfh thrs Hhathon. Tfhrrha5thrd CONVQUTANT ifaJJ fa; h no 5xrtfhr cJah i abaHhit CITw xnYhr tfH Contract. AJJ 5HhfhY anY xn5HhfhY Yocxs hnti anYs athrHhJi qrocxrhY 5or or qroYxchY xnYhr

tfH Contractd McJxYmb aJ HthJhetxaj qroqhrtl rHfti CLTw H hntHhY tod ifaJ 7hcos h CLTw qroqhrtl xqon tfh Yath o5 tfh thrs Hathon. CONWQUTANT abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or CLTw to qhr5ctd s hs orHJhd or rheorY CLTw'W oBnhri fH o5rHfti qro; HhYfhrhH.

G. Thrs Hathon 5or Grhacf o5Contract

1. Enchqt ai qro; HhYH ArtHJh 22dH CONWQUTANT 5aH to qhr5ors anl o5tfh qro; Hhni o5tfH Contract or io 5aH to s avh qrobrhi i ai to hnYanbhr tH hJ qhr5ors anch o5 tfH ContractdCLTw s al bHh CONWQUTANT BrHhn notHh o5 tfh Yh5axJt. CLTw'WYh5axJt notHh BHJ HhYHath Bfhtfhr tfh Yh5axJt s al 7h cxrhYanYtfh tH h qhrHhYto cxrh tfh Yh5axJt to tfh ioJh iatH5actHn o5 CLTw. AYYHhonaJl d CLTw'W Yh5axJt notHh s al o55hr CONWQUTANT an oqportxnH to qro; Hh CLTw BHf a qJan to cxrh tfh Yh5axJtdBfHf ifaJ 7h ix7s HhYto CLTw BHf H tfh tH h qhrHhYaJJoBhY7l CLTw. At CLTw'WioJh YHcrhtHnd CLTw s al acchqt or rhphct CONWQUTANT'WqJan. L5tfh Yh5axJt cannot 7h cxrhYor H CONWQUTANT 5aH to cxrh BHf H tfh qhrHhYaJJoBhY7l CLTwd tfhn CLTw s al thrs Hath tfH Contract Yxh to CONWQUTANT'W7rhacf o5tfH Contract.
2. L5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANT'W 5aHrh to s aHtaH tfh Hixranch rh)xHhY xnYhr tfH Contractd CONWQUTANT ifaJ H s hYHathJl: gl"ixiqhnY qhr5ors anch o5 anl ihr; Hhni xnYhr tfH Contract 5or BfHf Hixranch Bai rh)xHhY anY g2" notHh H hs qJol hhi anY W7conixJtanti o5 tfh Joii o5 Hixranch co;hrabh anY ConixJtant'i o7JHathon to ixiqhnYqhr5ors anch o5ihr; Hhni. CONWQUTANT ifaJ not rhcos s hneh qhr5ors anch xntH CONWQUTANT H 5xJl HixrhY anY H cos qJHanch BHf CLTw'Wrh)xHhs hnti.
4. L5 a 5hYhraJ or itath qrochhYmb 5or rhJH5 o5 Yh7tori H xnYhrtavhn 7l or abahit CONWQUTANTd or H CONWQUTANT s avhi an aiiHns hnt 5or tfh 7hnh5H o5 crhYHrid tfhn CLTw s al H s hYHathJl thrs Hath tfH Contract.
3. L5CONWQUTANT hnbabhi H anl YHf onhit conYxct rhJathY to tfh qhr5ors anch or aYs HhHtration o5 tfH Contract or ; HJathi CLTw'WJaBid rhbxJatHni or qoJHh rhJatHb to Jo77l Hbd tfhn CLTw s al H s hYHathJl thrs Hath tfH Contract.

k. Acti o5 MoraJ TxrqHxYh

a. CONWQUTANT ifaJJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehriond ai YhSHhY 7hJoBd H cfarbhY Bf d H YHthY Sord con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtodanl act Bf Hf conitHxthi an o5Shnih H; oJ; Hb s oraJ txrqHxYh xnYhr ShYhraJd itathd or JocaJ JaBi g(Act o5 MoraJ TxrqHxYh“”.

7. I5CONWQUTANT or a Khl ehri on H con; HthY o5d qJhaYi noJo conthnYhrh todor 5orSHH 7aH or 5aH to aqqhar H coxrt 5or a fharHb rhJathYtod an Act o5 MoraJ TxrqHxYhdCLTw s al H s hYHthJl thrs Hhath tf H Contract.

c. I5CONWQUTANT or a Khl ehri on H cfarbhY Bf or H YHthY 5or an Act o5 MoraJ TxrqHxYhdCLTw s al thrs Hhath tf H Contract a5thr gro; Hb CONWQUTANT an oqportxnH to qrhihnt h; Hhch o5 CONWQUTANT'Wa7H to qhr5ors xnYhr tf h thrs i o5tf H Contract.

Y. Acti o5 MoraJ TxrqHxYh HcJxYhd7xt arh not JH HhY to: ; Hhnt ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 660.kd crH hi H; oJ; Hb BhaqonidcrH hi rhixJHb H i hrHxi 7oYH Hpxrl or Yhatf di hrHxi ShJonH ai YhSHhY 7l ehnaJ CoYh WctHn 1192.0danYtfoih crH hi rhShrhchY H tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh WctHn k163g”g”j H aYYHn to anY HcJxYHb acti o5 s xrYhrdraqhdihnxaJ aiaxJd ro77hrl d vHnaqqHbd fxs an tra5HvHbd qH qHbd ; oJxntarl s aniJaxbfthrdabba; athY aiaxJdaiiaxJt on a qhach o5Hhds al fhs d5raxYdYos hitH a7xihd hJYhrJl a7xihdanYcfHYa7xihdrhbarYhi i o5Bfhtfhr ixcf acti arh qxnHfa7Jh 7l ShJonl or s HYhs hanor con; Hthn.

h. I or tfh qxrqoihi o5 tf H gro; Hhnda Khl ehri on H a qHhHqad o5Hhhd or hs qJol hh aiiHhnhY to tf H Contractd or oBnhr gYHhctJl or H YHhctJl dtfroxbf onh or s orh Hhthrs hYHrHh”o5thn qhrchnt or s orh o5 tf h ; othb qoBhr or h)xHl



## 11thrhiti o5CONWQUTANT.

6. In tfh h; hnt CLTw thrs 11athi tfH Contract ai qro; 11YH tfH ihet11ndCLTw s al qroexrhdqon ixcf thrs i anYH tfh s annhr ai CLTw s al Yhhs aqqroqr11thdihr; 11hi i 11 Har 11 icoqh anY Jh; hJ o5 h55ort to tfoih io thrs 11athYd anYCONWQUTANT ifaJJ 7h J117Jh to CLTw 5or aJJ o5 11i coiti anYYas abhid11cJxY11bd7xt not J11 11Ytodanl hnehi coiti 5or ixcf ihr; 11hi.

0. L5da5thr not11h o5 thrs 11at11n o5 tfH Contract xnYhr tfh qro; 1111ni o5 tfH ihet11nd11H Yhthrs 11hY5or anl rhaion tfat CONWQUTANT Bai not 11 Yh5axJt xnYhr tfh qro; 1111ni o5 tfH ihet11ndor tfat tfh Yh5axJt Bai hnexia7Jh xnYhr tfh thrs i o5 tfH Contractd tfh r11fti anY o7J11bat11ni o5 tfh qart11i ifaJJ 7h tfh ias h ai 11 tfh not11h o5 thrs 11at11n faY 7hhn 11ixhY qxrixant to Art11Jh 13 Thrs 11at11n 5or Con; hn11nch.

8. Tfh r11fti anY rhs hY11i o5 CLTw qro; 11YH 11 tfH ihet11n ifaJJ not 7h hncJxi 11h anYarh 11 aY1111n to anl otfhr r11fti anYrhs hY11i qro; 11YH7l JaB or xnYhr tfH Contract.

C. In tfh h; hnt tfat tfH Contract H thrs 11athYdCONWQUTANT ifaJJ 11 s hY11thJl not11 aJJ hs qJol hhi anY W7conixJtantid anY ifaJJ not11 11 Br11hb aJJ otfhr qart11i contracthYB11f xnYhr tfh thrs i o5 tfH Contract B11f 11 511h Borv11b Yal i o5 tfh thrs 11at11n.

## APTICUE 1k

## AMENDMENTS, CHANGES OR MODIFICATIONS

As hnYs hntidefanbhi or s oY1111at11ni to tfh thrs i o5 tfH Contract s al 7hs aYhat anl tH h 7l s xtxaJBr11hn abrhhs hnt 7htBhhn tfh qart11i fhrhto anYifaJJ 7h i11nhY7l tfh qhri oni axtf or11hYto 7hYtfh qart11i fhrhto anY aqqro; hYqxrixant to tfh qro; 1111ni o5 **Article 5**.

## APTICUE 16

## INDEMNIFICATION AND INSURANCE

### 16.1 InYhs n1111at11n

Enchqt 5or tfh act11h nhbJ11hch or B11J5xJs HconYxct o5 tfh CLTw dor anl o5 11 GoarYid o5511hrid abhntid hs qJol hhi d aii11nid anY ixchii ori 11 11thrhithdCONWQUTANT xnYrtavhi anYabrhi to Yh5hnYd11Yhs n11 anY foJYfars Jhii tfh CLTw anYanl o5 11 GoarYido5511hridabhntidhs qJol hhi d aii11ni anYixchii ori 11 11thrhith 5ros anYaba11it aJJ ix11 anYcaxihi o5 act11ndcJa11 idJoi ihidYhs anYi anYhmqhni hid11cJxY11b 7xt not J11 11Ytod attornhl 'i 5hi g7otf 11-foxih anYoxtiYh coxnihJ' anY coit o5 J11bat11n

## 16.2 Inixranch

APTLCUE 10

CONVQUTANT H actHb f hrhxN Yhr ai an H Yhqhn Yhnt conixJtant an Y not  
ai an abhnt or hs qJol hh o5tf h CITw. CONVQUTANT i faJJ not rhqrhi hnt  
or otf hrBHh f oJY oxt H hJ5 or anl o5 H YHhctori do55Hhri d qartn hri d  
hs qJol hhi dor abhnti to 7h an abhnt or hs qJol hh o5tf h CITw.

## APTLCUE 18

18.1 CONWQUTANT Barranti tfat tfh Borv fhrhxnYhr ifaJJ 7h  
cos qJthY H a s annhr conihthnt BHf qroShiihnaJ itanYarYi  
qracthYas onb tfoih Shs i BHf H CONWQUTANT'WqroShiihnd  
YoHb tfh ias h or iH Har Borv xnYhr tfh ias h or iH Har  
chxcs itanchi.

18.2 CONVULSANT ifaJ 7h rhi qoni 7h 5or tfh  
gro5hi i lonaJ) xaJdl dthcf nJaJ accxracl dth hJ cos qJht londaYtfh

coorYmatlon o5 aJJ Yhi Bnid YraBmbidi qhcHmatlonid rhqortid anY  
otfhr i hr; Ichi 5xrnHfhY 7l CONVQUTANT xnYhr tfH Contract.  
CONVQUTANT ifaJd at no aYHonaJ coit to CLTwd corrhct or  
rh; Hh anl hrrorid os Hl lonid or otfhr YhStHncHh H Hl Yhi Bnid  
YraBmbidi qhcHmatlonid rhqortidcaJcxJatloni danYotfhr i hr; Ichi.

18.4 Tfh CONVQUTANT ifaJJ hmfH qroqhr  
qroShiiHonaJ pYbs hnt H tfh xih o5 H5ors atlon 5xrnHfhY 7l CLTw  
H ArtHJh 3. In tfh h; hnt tfat iaYH5ors atlon H not YhJhrhYtH hJl  
or tfat H H YHco; hrhY to 7h Hcorrhct or s HJhaYHbd  
CONVQUTANT BHJ notH tfh CLTw H a rhaiona7Jh s annhr a5th  
tfh YHco; hrl o5 ixcf tarYHhii or Hcorrhct or s HJhaYHb  
H5ors atlon anY gros qtJl s avh a Ythrs matlon o5 H coiti anY  
icfhYxJh H qact on tfH Contractdai BhJ ai rhcos s hnYatloni 5or  
tfh corrhctlon o5 ixcf Hcorrhct or s HJhaYHb H5ors atlon.

18.3 CONVQUTANT ifaJJ qhr5ors ixcf  
qroShiiHonaJ i hr; Ichi ai s al 7h nhchiarl to accos qJHf tfh Borv  
rh) xHhY to 7h qhr5ors hYxnYhr tfH Contract H accorYanch BHf tfH  
Contract.

18.k Enchqt ai iqhcHhY H ArtHJh 16 anY ai  
otfhrBHh qro; HhY H tfH Contractd tfh CONVQUTANT ifaJJ 7h  
anY ifaJJ rhs aH JH7JhdH accorYanch BHf aqJHda7Jh JaBd5or aJJ  
Yas abhi to CLTw caxihY 7l CONVQUTANT'W nhbJHhnt  
qhr5ors anch o5 anl o5 tfh i hr; Ichi 5xrnHfhY xnYhr tfH Contractd  
hneht 5or hrrorid os Hl lonid or otfhr YhStHncHh to tfh hntHnt  
attrHxta7Jh to CLTwCLTw-5xrnHfhY Yatador anl tfHY qartl.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrifH o5 Data anYUHhni h**

19.1.1 QnJhi i otfhrBHh qro; HhY5or  
fhrhHd aJJ F orv eroYxcti orBHhathY anY qrhqarhY 7l  
CONVQUTANT or H ix7conixJanti o5 anl tHr xnYhr tfH  
Contract ifaJJ 7h anY rhs aH tfh hncJxiHh qroqhrtl o5 tfh  
CLTw 5or H xih H anl s annhr H Yhhs i aqgroqrHh. F orv  
eroYxcti arh aJJ BorvidtanbHJh or notdcrhathY xnYhr tfH  
Contract HcJxYHbdBHf oxt JH HmatlonidYocxs hntids athrHJd  
Yatad rhqortid s anxaJid iqhcHmatlonid artBorvd YraBmbid  
ivhtcfhid cos qxthr qrobras i anY Yata7aihid icfhs atHid  
qfotobraqfid ; Hho anY axYH; HxaJ rhorYHbid ioxnY  
rhorYHbids arvidJoboidbraqfid Yhi Bnid nothid Bh7i Hhid  
Yos aH nas hidH; hntlonidqrochi ihid5ors xJai s atthri anY  
cos 7Hmatloni tfrho5danYaJJ 5ors i o5 HhJhctxaJ qroqhrtl.

CONWQUTANT fhrh7l aiiHnidanY abrhhi to aiiHndaJJ  
booYBHddcoql rHftdtraYhs arvdqathntdtraYh iherht anY aJJ  
otfhr HthJhctxaJ qroqhrtl rHfti BorJYBYH H anl F orv  
eroYxcti orHhathYanYqrhgarhY7l CONWQUTANT xnYhr  
tfH Contract. CONWQUTANT 5xrtfhr abrhhi to hnhcxth anl  
Yocxs hnti nhchiiarl 5or tfh CLTw to qhrShctds hs orHJHhd  
or rhcorYtfh CLTw'WoBnhri fH o5 rHfti qro; HhYfhrhH.

19.1.2 F Hf rhbarY to tfh 7aiH 5or  
Yhi Hn caJcxJatHni anYhnbHhhrHb nothi dixcf Yata ifaJJ 7h  
qro; HhY to tfh CLTw H ga" farY co; hr qoit 7H Yhrgi" d  
aqqroqrHthJl H YhnhYdon tfH Ml Jar itocv or booY) xaJHl  
qaqhr iathHfactorl 5or rhqroYxctHn.

19.1.4 I or aJJ F orv eroYxcti  
YhJHhrhY to tfh CLTw tfat arh not orHhathY or qrhgarhY7l  
CONWQUTANT or H ix7conixJtanti o5 anl tHr xnYhr tfH  
Contractd CONWQUTANT fhrh7l branti a non-hncJxiHh  
qhrqhtxaJ JHhni to xih ixcf F orv eroYxcti 5or anl CLTw  
qxrqoihi.

19.1.3 CONWQUTANT ifaJJ not  
qro; Hh or YHcJoih anl F orv eroYxcti to anl tfH Yqartl  
BHf oxt qrlor BrHhcn conihnt o5 tfh CLTw.

19.1.k AJJ Yocxs hntid H5ors atHn  
anY qrh-hnHtHb s athrHJi qro; HhY 7l CLTw to  
CONWQUTANT anY H ix7conixJtanti arHhHb oxt o5 or  
rhJathY to tfH Contract ifaJJ rhs aH tfh qroqhrtl o5 tfh  
CLTw. Tfh CONWQUTANT s al not xihd YHtrHxth or  
otfhrBHh s avh qx7JH H anl s annhrdhHf hr 5or qroSH or not  
5or qroSH anl o5 tfh H5ors atHnd Yocxs hntatHnd or  
qrochYxrh Yh; hJoqhY 5or tfh CLTw fhrhxnYhr BHf oxt tfh  
qrlor BrHhcn conihnt o5 tfh CLTw. CONWQUTANT 5xrtfhr  
abrhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to  
qhrShctds hs orHJHhd or rhcorYtfh CLTw'WoBnhri fH o5  
rHfti.

19.1.6 Anl ix7contract hnthrhY Hto  
7l CONWQUTANT rhJathHb to tfH Contractd to tfh hnthnt  
aJJoBhYfhrhxnYhrdi faJJ HcJxYh a JHh qro; Hhcn 5or Borv to  
7h qhr5ors hY xnYhr tfH Contract to contractxaJJ 7H Y or  
otfhrBHh o7JHh H ix7conixJtanti qhr5ors Hb Borv xnYhr  
tfH Contract ixcf tfat tfh CLTw'WoBnhri fH anY JHhni h  
rHfti o5 aJJ F orv eroYxcti arh qrhhr; hY anY qrothethY ai  
HhthnYhYfhrhH. I aHkrh o5 CONWQUTANT to cos qJl BHf

tfH rh)xHhs hnt or to o7taH tfh cos qJHanch o5 H  
ix7conixJtanti BHF ixcf o7JHbati6ni ifaJ ix7pct  
CONWQUTANT to tfh H qoiH6n o5 anl anYaJ ianct6ni  
aJoBhY 7l JaBdHcJxYHb 7xt not JH HhY to thrs H6t6n o5  
CONWQUTANT'WContract BHF tfh CLTw.

19.1.0 CONWQUTANT abrhhi tfat a  
s onhtarl rhs hYl 5or 7rhacf o5 tfH Contract s al 7h  
HhYh)xathd H qractH6a7Jhd or YH5HxJt to qro; h anY tfat a  
7rhacf s al caxih CLTw Hrhqara7Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh)xHhs hnt 7l ihhvHb HpxnctHh  
rhJH5 anY iqhcH6 qhr5ors anchd BHF oxt anl nhchiiH o5  
ifoBHb actxaJ Yas abh or Hrhqara7Jh fars . WhhvHb  
HpxnctHh rhJH5 or iqhcH6 qhr5ors anch Yohi not qrhcJxYh  
CLTw 5ros ihhvHb or o7taH6b anl ofhr rhJH5 to BfHf  
CLTw s al 7h hntHhY.

## 19.2 InthJhctxaJeroqrtl F arrantl

19.2.1 CONWQUTANT rhqrhi hnti  
anY Barranti tfat H qhr5ors anch o5 aJ o7JHbati6ni xnYhr  
tfH Contract Yohi not H5HbH H anl Bal d YHhctJl or  
contrHxtorH dxqon anl tfH Y qartl 'i HthJhctxaJ qroqrtl  
rHftid HcJxYHbd BHF oxt JH H6t6nd qathntid coql rHftid  
traYhs arvidtraYh iherhti drHfti o5 qx7JH6H anY qroqrHtarl  
H5ors at6n.

## 19.4 InthJhctxaJeroqrtl InYhs nH6t6n

19.4.1 CONWQUTANTd at H oBn  
hnqhnihd xnYhrtavhi anY abrhhi to Yh5nYd HhYhs nH6 danY  
foJY fars Jhi tfh CLTw danY anl o5 H GoarYid o5H6hid  
abhntidhs qJol hhidai iHnidanY icchi6ri H Hthrhith 5ros  
anY abaH6it aJ ixH anY caxih o5 act6nd cJaH id Joiihid  
Yhs anYi anY hnqhnihid HcJxYHb 7xt not JH HhY tod  
attornhl 'i Shhi g7otf H-foxih anYoxti Hh coxnihP'anYcoit  
o5 JH6t6n gHcJxYHb aJ actxaJ JH6t6n coiti HcxrrhY 7l  
tfh CLTw HcJxYHb 7xt not JH HhY todecoiti o5 hnqhrti anY  
conixJtanti'd Yas abhi or JH7H6H o5 anl natxrh Bfati6h; hr  
arH6b oxt o5 tfh H5Hbhs hntdactxaJ or aJHbhYd YHhct or  
contrHxtorl do5 anl HthJhctxaJ qroqrtl rHftid HcJxYHbd  
BHF oxt JH H6t6nd qathntid coql rHftid traYhs arvid traYh  
iherhti drHfti o5 qx7JH6H anY qroqrHtarl H5ors at6n gl'on  
or H anl Yhi H6nds hYHs ds atthrdart6Jhd qrochiids htfoYd  
aqqJH6t6nd h)xHs hntd Yh; H6d H6trxs hntat6nd io5 Barhd  
farYBarhd or Shs Barh xihY 7l CONWQUTANTd or H

ix7conixJtanti o5anl tHrdH qhr5ors Hb tfh Borv xnYhr tfH Contractj or g2” ai a rhixJt o5tfh CLTw’WactxaJ or HthnYhY xih o5anl F orv eroYxct 5xrnHfhY 7l CONWQUTANTdor H ix7conixJtanti o5anl tHrdxnYhr tfh Contract. P Hfti anY rhs hYHh a; aHa7Jh to tfh CLTw xnYhr tfH qro; Hlon arh cxs xJatHh o5tfoih qro; FhY 5or hJhBfhrh H tfH Contract anYtfoih aJJoBhY xnYhr tfh JaBi o5 tfh QnHhY Wathidtfh Wath o5CaJH5ornHadanYtfh CLTw. Tfh qro; Hloni o5 **Article 19** ifaJJixr; Hh hmqHation or thrs Hation o5tfH Contract.

19.4.2 In CONWQUTANT’WYhShnih o5 tfh CLTw YhShnYantid nhbotHationd cos qros Hhd anY ihttJhs hnt o5anl ixcf H5Hbbs hnt actHndtfh Uoi AnbhJhi CHl Attornhl ’i O55Hh ifaJJ rhtaH YHcrhtlon H anY controJ o5 tfh JHbHationd nhbotHationd cos qros Hhd ihttJhs hntd anY aqqaJi tfhrh5ros d ai rh)xHhY 7l tfh Uoi AnbhJhi CHl CfarthrdqartHxJarJl ArtHJh Ild Wictloni 201d202 anY 204 tfhrho5.

19.4.4 F fhrh anl F orv eroYxct 5xrnHfhY7l CONWQUTANT ga” 7hecos hi tfh ix7pct o5an actHnd g7” Hl aYpYHathY ai H5HbHb a tfHhY qartl ’i InthJhctxaJ eroqrtl rHftd or g” fai H xih hnpHhY or JHhni h thrs HathYj CONWQUTANT ifaJJdHf tfh CLTw’W conihntd Yo onh o5 tfh 5oJJoBhB H s hYHthJl . CONWQUTANT ifaJJ at H hmqhni h hHf hr:

H grocxrh 5or tfh CLTw tfh rHft or JHhni h to contHxh xiHb tfh F orv eroYxctj or

H rhqJach tfh F orv eroYxct BHf a 5xnctHonaJl h)xHJahntd non-H5HbHb qroYxct.

Enhrchh o5anl o5 tfh a7o; h-s hntHnhY oqtHni ifaJJ not caxih xnYxh 7xiHhii Hthrrxqtion to tfh CLTw or YH Hhf tfh HthnYhY 7hnh5H anY xih o5 tfh F orv eroYxct 7l tfh CLTw xnYhr tfH Contract.

## APTICUE 2y

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhi i ofhrBHh hms qtdtfH Contract H ix7pct to tfh aqqJda7Jh non-YHcrH Hationdh) xaJ 7hnh5H dh) xaJhs qJol s hnt qractHh danYa55Hs atHh actHn qrobras qro; Hloni H UAAC Wictlon 1y.8 ht ih) .dai as hnYhY 5ros tH h to tH h.



A. CONVQUANT ifaJJ cos qJl Bfff tfh aqqJha7Jh non-YhcrH matlon anYa55hs atHh actlon qro; Hloni o5 tfh JaBi o5 tfh QnHhY Wathi o5 As hrHdad tfh Wath o5 CaJJornHdad anY CLTw. In qhr5ors Hb tfH ContractdCONVQUANT ifaJJ not YhcrH Hmath H anl o5 Hf fHhHb or hs qJol s hnt qractHh abahit anl hs qJol hh or aqqJdant 5or hs qJol s hnt 7hcaxih o5 ixcf qhrion'i rachd coJord rhJHondnatlonaj orHhhdanchitrl dihnaihnxaJ orHntatlondbhnYhrd bhnYhr FhntHd d abhd YHla7HhH d Yos hitH qartnhr itatxid s arHaj itatxi or s hYHdaJ conYHlon.

G. Tfh rh)xHhs hnti o5 Wictlon 1y.8.2.1 o5 tfh UAACd tfh E)xaJ Ghnh5H OrYHanchdanY tfh qro; Hloni o5 Wictlon 1y.8.2.1g' arh HcorqorathYanYs aYh a qart o5 tfH Contract 7l rhShrhneh.

C. Tfh qro; Hloni o5 Wictlon 1y.8.4 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhneh anYBHJ 7h vnoBn ai tfh (E)xaJ Es qJol s hnt eractHh " qro; Hloni o5 tfH Contract.

D. Tfh qro; Hloni o5 Wictlon 1y.8.3 o5 tfh UAAC arh HcorqorathY anY s aYh a qart o5 tfH Contract 7l rhShrhneh anYBHJ 7h vnoBn ai tfh (A55hs atHh Actlon erobras " qro; Hloni o5 tfH Contract.

Anl ix7contract hnthrhYHto 7l CONVQUANT 5or Borv to 7h qhr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntHdaJ qro; Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUANT abrhhi anY o7JHbathi HhJ5 to xtHhZh tfh ihr; Hhi o5 MHorHd GxiHhii EnthrqrHh gMGE"dF os hn GxiHhii EnthrqrHh gF GE"d W aJJ GxiHhii EnthrqrHh gWGE"dEs hrbHb GxiHhii EnthrqrHh gEGE"d DHla7JhY Shthran GxiHhii EnthrqrHh gDSGE"d anY Otfhr GxiHhii EnthrqrHh gOGE" 5Hs i on a Jh; hJ io YhiHbnathY H H qroqoiaJ. CONVQUANT chrtHhH tfat Hf fai cos qJHBYBHf tfh GxiHhii IncJxilon erobras oxtrhacf rh)xHhs hnti o5 Mal oraJ EnhcxtHh DHhctHh 13dBfHf H HcJxYhY ai Attacfs hnt 0 to tfh Ph)xhit 5or RxaJHdationi. CONVQUANT ifaJJ not cfanhb anl o5 tfh YhiHbnathYix7conixJanti or rhYxch tfhHJ Jh; hJ o5 h55ort BHf oxt qrlor BrHhnhn aqqro; aJ o5 tfh CLTw qro; FhYtfat ixcf aqqro; aJ BHJ not 7h xnrhai ona7Jl BHf fhJY.

CONVQUANT fai ix7s HhY tfh UHt o5 eothntHdJ MGE/F GE/WGE/EGE/DS GE/OGE W7conixJanti (**Exhibit C – Schedule A**) aJonb BHf tfhH qroqoiaJ. At tfh tH h a iqhcHd taiv Borv orYhr H aiiHbnhYto tfh conixJantdtfh conixJant s xit ix7s Htfh Tai v F orv OrYhr

Uht o5 W7conixJtanti (Exhibit C - Schedule B). DxrHb tfh thrs o5 tfh contractd tfh CONVQUTANT s xit ix7s H tfh MGE/F GE/WGE/EGE/DS GE/OGE QtHtation ero5h (Exhibit C - Schedule C) Bfhn ix7s Hb an H; oth to tfh CH. Qqon hmqtation or thrs Htation o5 tfh contractda ix s arl o5 tfh rhcorYi ifaJ 7h qrhqarhY on tfh "I HaJ W7conixJtanti Phqort" 5ors (Exhibit C - Schedule D) anY chrtHhY corrhct 7l tfh CONVQUTANT or H axtforHhY rhqrhi hntatHh. Tfh cos qJhthY 5ors ifaJ 7h 5xrnHfhY to tfh CLTw Bff H 1k BorvHb Yal i a5hr hmqtation or thrs Htation o5 tfh contract.

CONVQUTANT abrhhi anY o7Jbathi HhJ5 to xtHh tfh ihr; Hh o5 MHorHdF os hndW aJdEs hrbHbdDHa7JhYS hthrandanY Otf hr Gxi Hh i EnthqrHh gMGE/F GE/WGE/EGE/DS GE/OGE" 5hs i on a Jh; hJ io Yhi HbathYH H qroqoiadH anl . Tfh CLTw fai iht antHhYqartHtation Jh; hJi o5 18% MGE d3% F GE d2k% WGE d8% EGEdanY 4% DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NhHf hr qartl ifaJ 7h Jd7Jh 5or H YhJal or 5aHxrh to qhr5ors anl o7Jbathon xnYhr anYH accorYanch Bff tfH ContractdH tfh YhJal or 5aHxrh arHh i oxt o5 5hhd 5JooYid hartf) xavhid hqHhs H d ) xarantHh rhtrHttonid otf hr natxraJ occxrrhnciditrHhidJocvoxti gotf hr tfan a Jocvoxt 7l tfh qartl or anl o5 tfh qartl'i W7conixJtanti'd 5hHft hs 7arbohid thrrorHt actid Hixrrhettoni or otf hr cH H YHtxr7anchid or otf hr iH H h; hnti to tfoih YhcrHhY a7o; hd7xt H hacf cai h tfh YhJal or 5aHxrh to qhr5ors s xit 7h 7hl onYtfh controJ anYBff oxt anl 5axJt or nhbJbhnch o5 tfh qartl YhJal hY or 5aHb to qhr5ors gfh h h; hnti arh rh5hrrhY to H tfH qro; Hton ai "I orch Maphxrh E; hnti "".

NotBffitanYhb tfh 5orhboHbd a YhJal or 5aHxrh to qhr5ors 7l a W7conixJtant o5 CONVQUTANT ifaJ not conitHxth a I orch Maphxrh E; hntdxnJh i tfh YhJal or 5aHxrh arHh i oxt o5 caxi h 7hl onYtfh controJ o5 7otf CONVQUTANT anY W7conixJtand anY Bff oxt anl 5axJt or nhbJbhnch o5 hHf hr o5 tfhs . In ixcf caihd CONVQUTANT ifaJ not 7h Jd7Jh 5or tfh YhJal or 5aHxrh to qhr5ors dxnJh i tfh booYi or ihr; Hh to 7h 5xrnHfhY 7l tfh W7conixJtant Bhrh o7taHa7Jh 5ros otf hr ioxrch i ix5Hhnt tH h to qhrs H CONVQUTANT to qhr5ors tH hJl . Ai xi hYH tfH Contractd tfh thrs "W7conixJtant" s hani a ix7conixJtant at anl thHr.

In tfh h; hnt CONVQUTANT'WYhJal or 5aHxrh to qhr5ors arHh i oxt o5 a I orch Maphxrh E; hntd CONVQUTANT abrhhi to xih cos s hrcHJl rhai ona7Jh 7hit h55orti to o7taH tfh booYi or ihr; Hh 5ros otf hr ioxrchid anY to otf hr Bff s Hbath tfh Yas abhi anYrhYxch tfh YhJal caxi hY 7l tfh I orch Maphxrh E; hnt.

## APTICUE 24

## **SEVERABILITY**

WoxJY anl qortlon o5 tfhl Contract 7h Ynthrs hhy to 7h ; oHY or  
xnhn5orcha7Jhdi xcf ifaJJ 7h ih; hrhY 5ros tfh BfoJh anYtfh Contract BHI  
contlhxh ai s oY5HY.

#### APTICUE 23

#### **DISPUTES**

WoxJYa Yhlqxth or contro; hri l arhlh conchnhbb gro; hlloni o5tfhl Contract  
or tfh qhr5ors anch o5 Borv fhrhxnYhrdtfh qartlli s al hJhet to ix7s Hixcf  
to a coxrt o5cos qhthnt prhlYdtlon.

#### APTICUE 2k

#### **ENTIRE CONTRACT**

Tfhl Contract ihti 5ortf aJJ o5tfhrhbf ti anYXtlli o5tfh qartlli Bhl rhqhct  
to tfh ix7pct s atthr fhrho5danYrhqJachi anl anYaJJ qrh; Hxi Contracti or  
xnYhritanYhbi dBfhtf hr Brhlhn or oraJdrhJathbb tfhrhto. Tfhl Contract s al  
7h as hnYhYonJl ai qro; FhY5or h ArtlJh 1k fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf qartl'i qhr5ors anch fhrhxnYhr ifaJJ cos qJl Bhl aJJ aqqJda7Jh JaBi  
o5 tfh QnlhY Wathi o5 As hrldad tfh Wath o5 CalJornlad anY tfh CITwd  
HicJxYhbb 7xt not JH HhY todJaBi rhbarYhbb fhaJtf anY ia5htl dJa7or anY  
hs qJol s hntdBabh anY foxri anY Jdchni hbb JaBi Bfhtf a55ct hs qJol hhi.  
Tfhl Contract ifaJJ 7h hn5orchYanY hthrqrhthYxnYhr tfh JaBi o5tfh Wath  
o5 CalJornla Bhl oxt rhbarYto con5Jht o5 JaB qrhlclJhi. CONVQUTANT  
ifaJJ cos qJl Bhl nhBd as hnYhYd or rh; HhY JaBi d rhbxJatlonid anY/or  
qrochYxrhi tfat aqqJl to tfh qhr5ors anch o5tfhl Contract.

In anl actlon arhlhb oxt o5 tfhl Contractd CONVQUTANT conihnti to  
qhrionaJ prhlYdtlon danY abrhhi to 7rhlb aJJ ixcf actlonid hncJxiJhJl h  
itath or 5hYhraJ coxrti JocathYh Uoi AnbhJhi

L5 anl qartd thrs or qro; hllon o5 tfhl Contract Hl fhJY ; oHYd HJhbaJd  
xnhn5orcha7Jhd or h con5Jht Bhl anl JaB o5 a 5hYhraJd itath or JocaJ  
bo; hrns hnt fa; hbb prhlYdtlon o; hr tfhl Contractd tfh ; aJYHl o5 tfh  
rhs ahlhb qartidthrs i or qro; hlloni o5 tfhl Contract ifaJJ not 7h a55cthy  
tfhrh7l .

#### APTICUE 20

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 aqqJda7Jhd CONVQUTANT rhqrhihnti tfat Hfai o7taHhYanY qrhihntJl  
foJYi tfh Gxi hhi i TamPhbhltration ChrtHlathg' rh) xhlhY 7l tfh CITw'W

Gxi hii Tam OrYhanchd Wctlon 21.yy *et seq.* o5 tfh Uoi AnbhJhi MxnHdaJ CoYh. I or tfh thrs co; hrhY 7l tfH Contractd CONWQUTANT ifaJ s aHtaHd or o7taH ai nhchiarl daJ ixcf ChrtHdath rh)xHhY o5 H xnYhr tfh Gxi hii TamOrYhanchdanYifaJ not aJb anl ixcf ChrtHdath to 7h rh; ovhY or ixiqhnYhY.

#### APTICUE 28

#### **BONDS**

AJ 7onY rh)xHhY 7l CLTw ifaJ 7h 5HhY BHf tfh O55Hh o5 tfh CH Ays HhtrathH O55HrdP Hlv Manabhs hnt 5or H rh; HB anYacchqtanch H accorYanch BHf Uoi AnbhJhi Ays HhtrathH CoYh gUAAC"" Wctloni 11.30 ht ih).dai as hnYhY 5ros tH h to tH h.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix7pct to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd Wctlon 1y.1y o5 tfh Uoi AnbhJhi Ays HhtrathH CoYhdai as hnYhY 5ros tH h to tH h. CONWQUTANT H rh)xHhY to cos qJhth a ChrtHdath o5 Cos qJhanch BHf CfHYWqqort O7Jhathoni BfHf H attacfhY fhrhto ai **Exhibit E** anYHcorqorathYfhrhH 7l tfH rh5rhnh. exrixant to tfh CfHYWqqort AiiHns hnt OrYhri OrYhanchd CONWQUTANT BHJ 5xJl cos qJ BHf aJ aqJda7Jh itath anY 5hYhraJhs qJol s hnt rhqortHb rh)xHhs hnti 5or CONWQUTANT'Whs qJol hhi. CONWQUTANT ifaJ aJio chrtH gl" tfat tfh qrhclqaj oBnhrj" o5 CONWQUTANT H garh" H cos qJhanch BHf anl F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl j g2" tfat CONWQUTANT BHJ 5xJl cos qJ BHf aJ JaB 5xJl ihr; hYF abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt H accorYanch BHf Wctlon k24ydet seq. o5 tfh CalJ 5ornH I as H CoYhj anY g4" tfat CONWQUTANT BHJ s aHtaH ixcf cos qJhanch tfoxbfoxt tfh thrs o5 tfH Contract.

exrixant to Wctlon 1y.1yg7" o5 tfh Uoi AnbhJhi Ays HhtrathH CoYhd 5aHrh o5 CONWQUTANT to cos qJ BHf aJ aqJda7Jh rhqortHb rh)xHhs hnti or to H qJhs hnt JaB 5xJl ihr; hY F abh anY EarnHbi AiiHns hnt OrYhri anY NotHhi o5 AiiHns hntd or tfh 5aHrh o5 anl qrhclqaj oBnhrj" o5 CONWQUTANT to cos qJ BHf anl F abh anY EarnHbi AiiHns hnt OrYhri or NotHhi o5 AiiHns hnt aqJda7Jh to tfhs qhrionaJl difaJ conitHxth a Yh5axJt 7l tfh CONWQUTANT xnYhr tfH Contractd ix7pctHb tfH Contract to thrs Hathon H ixcf Yh5axJt ifaJ conthxh 5or s orh tfan nhhtl g9y" Yali a5hr notHh o5 ixcf Yh5axJt to CONWQUTANT 7l tfh CLTw.

Anl ix7contract hnthrhY Hto 7l CONWQUTANTd to tfh hnt hnt aJb hY fhrhxnYhrd ifaJ HcJxYh a JHh gro; Hlon 5or Borv to 7h qhr5ors hY xnYhr tfH Contract. I aHrh o5 CONWQUTANT to o7taH cos qJhanch o5 H ix7conixJtanti ifaJ conitHxth a Yh5axJt 7l CONWQUTANT xnYhr tfH

Contractdix7pctHb tfH Contract to thrs HattHn Bfhrh ixcf Yh5axJt ifaJJ  
contHxh 5or s orh tfan nHhtl 9y” Yal i a5thr notHh o5 ixcf Yh5axJt to  
CONWQUTANT 7l tfh CLTw.

CONWQUTANT chrtHhH tfatd to tfh 7hit o5 Hh vnoBjhYbhd H H 5xJJ  
cos qJl Hb Bff tfh EarnHbi AiiHns hnt OrYhri o5 aJJ hs qJol hhidanYH  
gro; HhHb tfh nas hi o5 aJJ nhB hs qJol hhi to tfh NhB , Hh PhbHltrl  
s aHtaHhY 7l tfh Es qJol s hnt Dh; hJoqs hnt Dhqarts hnt ai iht 5ortf H  
WictHn 011yg7” o5tfh CaJHornH ex7JH Contract CoYh.

#### APTICUE 4y

#### **LIVING WAGE ORDINANCE**

CONWQUTANT ifaJJ cos qJl Bff tfh UHhHb F abh OrYHanchdUAAC  
WictHn 1y.40 ht ih).d ai as hnYhY 5ros tH h to tH h. CONWQUTANT  
5xrtfhr abrhhi tfat H ifaJJ cos qJl Bff 5hYhraJ JaB qroicrHhHb rhtaJHtHn  
5or xnHn orbanHhHb. Anl ix7contract hnthrhYHto 7l CONWQUTANT 5or  
Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHdaJ  
gro; HhHn.

#### APTICUE 41

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONWQUTANT ifaJJ cos qJl Bff tfh Wlr; Hh Contractor F orvhr  
PhthntHn OrYHanchdUAAC WictHn 1y.46 ht ih).dai as hnYhY 5ros tH h  
to tH h. Anl ix7contract hnthrhYHto 7l CONWQUTANT 5or Borv to 7h  
qhr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHdaJ gro; HhHn.

#### APTICUE 42

#### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhqrhihnti anYchrtHhH tfat:

- A. CONWQUTANT ifaJJ cos qJl Bff tfh As hrHani Bff DHa7HhHh  
Actdai as hnYhYd32 Q.WC. WictHn 121y1 ht ih).dtfh Phfa7HhHtHn  
Act o5 1904dai as hnYhYd29 Q.WC. WictHn 0y1 ht ih).dtfh IaH  
, oxiHb ActdanYH H qJhs hntHb rhbxJatHni anYanl ix7ih) xhnt  
as hnYs hnti danYCaJHornH Vo; hrns hnt CoYh WictHn 1114kj
- G. CONWQUTANT ifaJJ not YHcrH Hhath on tfh 7aiH o5 YHla7HhH or  
on tfh 7aiH o5 a qhrion'i rhJatHnifH todor aiiocHtHn Bffda  
qhrion Bfo fai a YHla7HhH j
- C. CONWQUTANT ifaJJ gro; Hh rhaiona7Jh accos s oYatHn xqon  
rh) xhit to hnixrh h) xaJ acchii to CLTw-5xnYh qrobras idihr; Hh  
anYactHhHh j

- D. Conitrxcton BHJ 7h qhr5ors hY H accorYanch BHF tfh QnH5ors I hYhraJ AcchiiH7H7H WanYarYi gQI AWd23 C.I.P. eart 3yj anY
- E. Tfh 7xHYHbi anY 5achH7H7H xihY to qro; Hh ihr; Hhi xnYhr tfH Contract arh H cos qJHanch BHF tfh ShYhraJ anYitath itanYarYi 5or acchiiH7H7H ai iht 5ortf H tfh 2yly ADA WanYarYid CaJHornH T7H 23dCfaqthr 1ldor ofthr aqqJda7Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhritanYi tfat CITw H rhJ Hb xqon tfhih chrtH7H7Honi anYhrqrihntatHoni ai a conYH7H7H to 5xnYHb tfH Contract. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an YHntH7H7H qro; H7H7H.

#### APTICUE 44

#### **WAIVER**

A BaHhr o5 a Yh5axJt o5 anl qartdthrs or qro; H7H7H o5 tfH Contract ifaJJ not 7h conitrxhYai a BaHhr o5 anl ix7chhYHb Yh5axJt or ai a BaHhr o5 tfh qartdthrs or qro; H7H7H HhJ5. A qartl 'i qhr5ors anch a5thr tfh ofthr qartl 'i Yh5axJt ifaJJ not 7h conitrxhYai a BaHhr o5 tfat Yh5axJt.

#### APTICUE 43

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al notdxnJhii Hfai 5H7H7H o7taHhYtfh BrH7H7H qhrs H7H7H o5 tfh CITw:

ga” Aii H7H7H or ofthrBHh aJHnath anl o5 H7H7H rH7H7H xnYhr tfH Contractd HcJxYHb tfh rH7H7H to qal s hntj or

g7” DhJhbathdi x7contractdor ofthrBHh trani 5hr anl o5 H7H7H YxtH7H7H xnYhr tfH Contract.

#### APTICUE 4k

#### **PERMITS**

CONVQUTANT anYH7H7H YHhctorido55H7H7H dqartnhri dabhntidhs qJol hhi anY ix7conixJtanti dto tfh hnthnt aJJoBhY fhrhxnYhrdifaJJ o7taH7H7H anYs aH7H7H aJJ JHhnihid qhrs H7H7H dchrtH7H7Honi anY ofthr Yocxs hnti nhchiiarl 5or CONVQUTANT'Wqhr5ors anch fhrhxnYhr anYifaJJ qal anl Shh rh)xHhY tfhrh5or. CONVQUTANT chrtH7H7H to H s hYH7H7H notH7H7H tfh CITw o5 anl ix7qhni H7H7H dthrs H7H7H dJaqi hid non-rhnhBaJid or rhi trH7H7Honi o5 JHhnihid qhrs H7H7H dchrtH7H7Hathi dor ofthr Yocxs hnti.

#### APTICUE 46

#### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJJqros qtJ qal Bfhn YxhaJJ as oxnti qal a7Jh 5or Ja7or anYs athrH7H7H 5xrnH7H7H tfh qhr5ors anch o5 tfH Contract io ai to qrh; hnt anl JH7H7H or ofthr cJaH7H7H xnYhr anl qro; H7H7H o5 JaB 5ros arH7H7H abahit anl CITw qroqhrtl gHcJxYHb rhqortid Yocxs hntid anY ofthr tanbH7H7H or



ItanbHJh s atthr qroYxchY 7l CONWQUTANT fhrhxnYhr'd abaHti  
CONWQUTANT'WrHfti to qal s hnti fhrhxnYhrdor abaHti tfh CLTw danY  
ifaJ qal aJ as oxnti Yxh xnYhr tfh Qnhs qJol s hnt Inixranch Act BHf  
rhi qhet to ixcf Ja7or.

APTICUE 40

**BEST TERMS**

Tfroxbfoxt tfh thrs o5 tfH ContractdCONWQUTANTdifaJ o55hr CLTw  
tfh 7hit thrs id qrHhid anY YHcoxnti tfat arh o55hrhY to anl o5  
CONWQUTANT'Wexitos hri 5or iH Har booYi anYihr; Hhi qro; HhYxnYhr  
tfH Contract.

APTICUE 48

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Contractor PhiqoniH7HHL  
OrYHanchdUAAC Wictlon 1y.3y ht ih).dai as hnYhY5ros tH h to tH h.

APTICUE 49

**BREACH**

Enchqt 5or hnexia7Jh YhJal i ai YhicrHhYH Article 22dH anl qartl 5aH to  
qhr5ors dH BfoJh or H qartdanl qros Hhdco; hnantdor abrhhs hnt iht 5ortf  
fhrhhdor ifoxJY anl rhqrhihtatlon s aYh 7l H 7h xntxhd anl abbrH; hY  
qartl s al a; aH HhJ5 o5 aJ rHfti anY rhs hYHidat JaB or h)xH dH tfh  
coxrti o5JaB. WYrHfti anYrhs hYHh arh cxs xJatHh o5tfoih qro; HhY5or  
fhrhH hnehqt tfat H no h; hnt ifaJ anl qartl rhco; hr s orh tfan onchdi x55hr  
a qhnaJl or 5or5Hxrh dor 7h xnpitJl cos qhniathY.

APTICUE 3y

**SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT ifaJ cos qJl BHf tfh Wa; hrl DHcJoixrh OrYHanchd  
UAAC Wictlon 1y.31 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl  
ix7contract hnthrhY Hto 7l CONWQUTANT 5or Borv to 7h qhr5ors hY  
xnYhr tfH Contract s xit HcJxYh an HhntHdaJ qro; Hlon.

APTICUE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN  
CITY ELECTIONS**

QnJhi i otfhrBHh hnhs qtdHtfH Contract Hl ; aJxhYat \$1yydy y or s orh anY  
rh)xHhi aqgro; aJ 7l an hJhethY CLTw o55hd CONWQUTANTd  
CONWQUTANT'W qrHcHdaJid anY CONWQUTANT'W W7conixJtanti  
hmqhethYto rhchHh at Jhait \$1yydy y 5or qhr5ors anch xnYhr tfh Contractd  
anYtfh qrHcHdaJi o5tfoih W7conixJtanti gfh (PhitrHthYehri oni "" ifaJ  
cos qJl BHf Cfarthr Wictlon 30yg"gl2" anY UAMC Wictlon 39.0.4k.  
I aHxrh to cos qJl hntHhi CLTw to thrs Hhath tfH Contract anYto qxri xh aJ  
a; aH7Jh JhbaJ rhs hYHh. Cfarthr Wictlon 30yg"gl2" anY UAMC Wictlon  
39.0.4k JH H tfh a7HHL o5 tfh PhitrHthY ehri oni to s avh cas qaHn

contrHxtlōni to anYhnbabh H 5xnYrahHb 5or chrtaH hJhethYCLTw o55HhJi or canYFathi 5or hJhethYCLTw o55Hh 5or tBhJ; h s ontfi a5hr tfH Contract H iHnhY. AYYHōnaJl d a CONVQUTANT ix7phct to Cfarthr Wictlōn 30ygc”gl2” H rh)xHhY to cos qJl Bff YHcJoiXrh rh)xHhs hnti 7l ix7s Hb a cos qJhthY anY iHnhY EtfH Cos s Hlōn Iors kk anY to as hnY tfh H5ors atlōn H tfat 5ors ai iqhcHhY 7l JaB. Anl CONVQUTANT ix7phct to Cfarthr Wictlōn 30ygc”gl2” ifaJl HcJxYh tfh 5oJJoBb notHh H anl contract Bff anl W7conixJtant hnqhethYto rhchHh at Jhait \$1yydyyy 5or qhr5ors anch xnYhr tfH Contract:

(NotHh PhbarYHb PhitrHtōni on Cas qalōn ContrHxtlōni anY IxnYrahHb H CHl EJhctōni  
wox arh a ix7conixJtant on CHl o5 Uoi AnbhJhi Contract # \_\_\_\_\_ . exrixant to tfh CHl o5Uoi AnbhJhi Cfarthr Wictlōn 30ygc”gl2” anY rhJathY orYHanchidl ox anY loxr qrhclHqJi arh grofHhthY 5ros s avHb cas qalōn contrHxtlōni to anY 5xnYrahHb 5or chrtaH hJhethY CHl o5 Uoi AnbhJhi g CLTw”” o55HhJi anY canYFathi 5or hJhethY CLTw o55Hh 5or tBhJ; h s ontfi a5hr tfh CLTw contract H iHnhY. wox arh rh)xHhY to gro; Fh tfh nas hi anY contact H5ors atlōn o5 loxr qrhclHqJi to tfh CONVQUTANT anYto as hnYtfat H5ors atlōn Bff H thn 7xiHhii Yal i H Hcfanbhi Yxrhb tfh tBhJ; h s ontf tH h qhrHōY. I aHxrh to cos qJl s al rhixJt H thrs Hattōn o5tfH Contract anYanl ofhr a; aH7Jh JhbaJ rhs hYHh. In5ors atlōn a7oxt tfh rhitrlōni s al 7h 5oxnYonJHh at htH H. JactH .orb or 7l caJHb tfh Uoi AnbhJhi CHl EtfH Cos s Hlōn at g214”908-196y.”

#### APTICUE 32

#### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos qJl Bff tfh I Ht Wxrch , Hb OrYHanchd UAAC Wictlōn 1y.33 ht ih).d ai as hnYhY 5ros tH h to tH h. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfH Contract s xit HcJxYh an FhntHdJ gro; Hlōn.

#### APTICUE 34

#### **IRAN CONTRACTING ACT**

In accorYanch Bff CalJornH ex7JH Contract CoYh Wictlōni 22yy-22y8d aJl 7HYhri ix7s Hb qroqoiaJi 5ordhnthrhb Htodor rhnhBb contracti Bff tfh CHl o5Uoi AnbhJhi 5or booYi anYihr; Hh hi tH athYat \$1dydydy or s orh arh rh)xHhY to cos qJhthdiHondanY ix7s H tfh (Iran ContractHb Act o52y1y Cos qJhanch A55Ya; H’.

#### APTICUE 33

#### **SUSPENSION**

At CLTw’WioJh YHcrhtHondCLTw s al ixiqhnYanl or aJl ihr; Hh gro; FhY xnYhr tfH Contract 7l gro; Fh CONVQUTANT Bff BrHhthn notHh o5 ixiqhni Hn. Qqon rhchHt o5tfh notHh o5ixiqhni HndCONVQUTANT ifaJl H s hYHthJl chaih tfh ihr; Hh ixiqhnYhYanY ifaJl not Hcxr anl aYYHōnaJ

o7JHbatHnidcoiti or hmqhnihi to CLTw xntH CLTw bHhi BrHhn notHh to rhcos s hneh tfh i hr; Hhi.

#### APTICUE 3k

#### **DATA PROTECTION**

- A. CONVQUTANT ifaJJ grothctd xiHhb tfh s oit ihcxrh s hani anY thecfnoJobl tfat Hl cos s hrcHJJl a; aHa7JhdCLTw-qro; FhY Yata or conixs hr-qro; FhY Yata ac)xHhY Hl tfh coxrih anY icoqh o5 tfHl ContractdHicJxYHb 7xt not JHl HhY to exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yata d goJhctHhJl d tfh (CHl Data“”. CONVQUTANT ifaJJ notHl CLTw Hl BrHhb ai ioon ai rhaiona7Jl ShaiHJhd anY Hl anl h; hnt BHF Hl tBhntl-5oxr foxrid o5 CONVQUTANT’W YHco; hrl or rhaiona7Jl 7hJH5 o5 anl xnaxtforHhY acchii o5 CHl Data ga (Data Grhacf“”d or o5 anl HicFhnt a55hctHhb dor qothntHJJl a55hctHhb CHl Data rhJathY to cl 7hr ihcxrHl ga (WcxrHl IncFhnt“”dHicJxYHbd7xt not JHl HhY todYhnHJ o5 i hr; Hh attacvdanY iliths oxtabhdHita7Hl or YhbraYatHn Yxh to cos qxthr s aJBarh or ; Hxi. CONVQUTANT ifaJJ 7hbHl rhs hYatHn Hl s hYathJl. CONVQUTANT ifaJJ qro; Fh YaHl xqYathi dor s orh 5rh)xhntJl Hrh)xHhY7l CLTwdrhbarYHb 5HhYHbi anYactHni qhr5ors hY7l CONVQUTANT xntHl tfh Data Grhacf or WcxrHl IncFhnt fai 7hbn h55hctHhJl rhioJ; hY to CLTw’W iathH5actHn. CONVQUTANT ifaJJ conYxct an Hl; hitHbatHn o5 tfh Data Grhacf or WcxrHl IncFhnt anY ifaJJ ifarh tfh rhqort o5 tfh Hl; hitHbatHn BHF CLTw. At CLTw’WioJh YHcrhtHndCLTw anY Hl axtforHhY abhnti ifaJJ fa; h tfh rHft to JhaY or qartHdHath Hl tfh Hl; hitHbatHn. CONVQUTANT ifaJJ cooqhrath 5xJJl BHF CLTw dHl abhnti anY JaB hn5orchs hnt.
- G. I5 CLTw Hl ix7phct to JH7Hl 5or anl Data Grhacf or WcxrHl IncFhntd tfhn CONVQUTANT ifaJJ 5xJJl HhYs nHl anY foJY fars Jhii CLTw anY Yh5hYabaHnt anl rhixJHb actHni.

#### APTICUE 36

#### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONVQUTANT ifaJJ cos qJl BHF tfh CHl Contractor’i Qih o5 CrHl HhAJ , Hltorl 5or ConiFhratHn o5 Es qJol s hnt AqqJHatHni OrYHanchdUAAC WictHn ly.38 ht ih).d ai as hnYhY 5ros tHl h to tHl h. Anl ix7contract hnthrhY Hto 7l CONVQUTANT 5or Borv to 7h qhr5ors hY xnYhr tfHl Contract s xit HicJxYh an FhntHhAJ qro; HlHn.

#### APTICUE 30

#### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBHF i tanYHb anl ot fhr qro; HlHn o5 tfHl ContractdHicJxYHb anl hnf HlHl

or attacfs hnti HicorqorathYtfhrhHdanYH orYhr 5or CLTw to cos qJl BHF H bo; hrnHb JhbaJ rh)xHhs hntidCLTw ifaJ fa; h no o7JHbatlon to s avh anl qal s hnti to CONWQUTANT xnJhi CLTw ifaJ fa; h 5Ht s aYh an aqgroqrHtlon o5 5xnYi h) xaj to or H hnechi o5 H o7JHbatlon to s avh anl qal s hnti ai qro; HhY H tfH Contract. CONWQUTANT abrhhi tfat anl i hr; Hhi qro; HhY7l CONWQUTANTdqxrcfaihi s aYh 7l CONWQUTANT or hmqhnihi HcxrrhY7l CONWQUTANT H hnechi o5 tfh aqgroqrHtlongi” ifaJ 7h 5rhh anYBHf oxt cf arbh to CLTw anYCLTw ifaJ fa; h no o7JHbatlon to qal 5or tfh i hr; Hhidqxrcfaihi or hmqhnihi. CONWQUTANT ifaJ fa; h no o7JHbatlon to qro; Hh anl i hr; Hhidqro; Hh anl h) xHqs hnt or Hcxr anl hmqhnihi H hnechi o5 tfh aqgroqrHthYas oxntgi” xntH CLTw aqgroqrHthi aYHtlnaJ 5xnYi 5or tfH Contract.

#### APTICUE 38

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

CONWQUTANT ifaJ cos qJl BHF aJ HhntHl tfh5 JaBi HicJxYHb BHF oxt JH HtlnondJaBi rhJathY to: gl” qal s hnt Yh; Hhi j g2” crhYH anY Yh7H carY 5raxYj anY g4” tfh I aH anY Accxrrh CrhYH Traniactloni Act g(I ACTA“d HicJxYHb H rh)xHhs hnt rhJathb to tfh conthnt o5 traniactlon rhchHti qro; HhY to Cxitos hri. CONWQUTANT aJio ifaJ cos qJl BHF aJ rh)xHhs hnti rhJathY to s aHtaHb cos qJlanch BHF eals hnt CarY InYxtrl Data WicxrHl WanYarYi g(eCLDWW”. DxrHb tfh qhr5ors anch o5 anl i hr; Hh to HitaJd grobras or xqYath qal s hnt Yh; Hhi h) xHqhY to conYxct crhYH or Yh7H carY traniactlonid HicJxYHb eCLDWWi hr; Hhid CONWQUTANT ifaJ ; hrH qroqhr trxncaction o5 rhchHti H cos qJlanch BHF I ACTA.

#### APTICUE 39

### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJHornH ex7JH Phioxrchi CoYh Wictlon k163 qrofH H a qx7JH abhncI 5ros fHb a qhrion 5or hs qJol s hnt or ai a ; oJxnthhr to qhr5ors i hr; Hhi at anl qarvdqJal broxnYdor cos s xnHl chnthr xi hY5or rherhatlnaJqxrqoihi H a qoiHlon tfat fai ixqhr; Hlorl or YHchJHarl axtforHl o; hr anl s Hord Htfh qhri on fai 7hhn con; HthYo5chrtah crH hi ai rh5hrhchYH tfh ehnaJ CoYh anY artHxJathY H CaJHornH ex7JH Phioxrchi CoYh Wictlon k163ga”g2”.

I5 aqJHda7Jhd CONWQUTANT ifaJ cos qJl BHF CaJHornH ex7JH Phioxrchi CoYh Wictlon k163danY ifaJ aYHtlnaJl aYfhrh to aJ rxJhi anY rhbxJatloni tfat fa; h 7hhn aYoqthY or tfat s al 7h aYoqthY 7l CLTw. CONWQUTANT H rh)xHhY to fa; h aJ hs qJol hhid ; oJxnthhri anY W7conixJtanti gHicJxYHb aJ hs qJol hhi anY ; oJxnthhri o5 anl W7conixJtant” o5 CONWQUTANT BorvHb on qrhs Hhi to qaii a 5HbhrqrHt anY 7acvbroxnY cfhev tfroxbf tfh CaJHornH Dhqarts hnt o5

uxit~~th~~ at CONWQUTANT'WioJh hmqhnihd~~th~~Y~~th~~at~~th~~b tfat ixcf ~~th~~Y~~th~~J~~th~~xaJi fa; h nh; hr 7hhn con; ~~th~~thYo5chrta~~th~~ cr~~th~~ hi ai rh~~th~~rhnc~~th~~Y~~th~~tfhehnaJCoYh anYart~~th~~dxJathY~~th~~ CaJ~~th~~horn~~th~~ ex7J~~th~~Phioxrchi CoYh Wict~~th~~on k163ga''g''d~~th~~tfh ~~th~~Y~~th~~J~~th~~xaJ B~~th~~U fa; h ixqhr; ~~th~~lorl or Y~~th~~ic~~th~~J~~th~~harl axtfor~~th~~ll o; hr anl s ~~th~~lor.

APTICUE ky

**POSSESSORY INTERESTS TAX**

P~~th~~fti branthY to CONWQUTANT 7l CITw s al crhath a qoi~~th~~hiiorl ~~th~~thrh~~th~~it. CONWQUTANT abr~~th~~hi tfat anl qoi~~th~~hiiorl ~~th~~thrh~~th~~it crhathYs al 7h ix7p~~th~~ct to CaJ~~th~~horn~~th~~ Ph; hnxh anYTanat~~th~~on CoYh Wict~~th~~on 1y0.6 anYa qroqhr~~th~~l tam s al 7h Jh; ~~th~~thY on tfat qoi~~th~~hiiorl ~~th~~thrh~~th~~it. I5 aqqJ~~th~~a7J~~th~~hd CONWQUTANT ifaJ~~th~~qal tfh qroqhr~~th~~l tam CONWQUTANT acvnoB.JhYbhi tfat tfh not~~th~~th rh)x~~th~~thY xnYhr CaJ~~th~~horn~~th~~ Ph; hnxh anY Tanat~~th~~on CoYh Wict~~th~~on 1y0.6 fai 7hhn qro; ~~th~~thY.

APTICUE k1

**CONFIDENTIALITY**

AJ~~th~~Yocxs hntid~~th~~h~~th~~sors at~~th~~on anYs athr~~th~~J~~th~~i qro; ~~th~~thYto CONWQUTANT 7l CITw or Yh; hJoqhY 7l CONWQUTANT qxr~~th~~ixant to tf~~th~~ Contract goJ~~th~~hct~~th~~J~~th~~hJl (Con~~th~~S~~th~~Yhnt~~th~~J~~th~~ In~~th~~sors at~~th~~on""arh con~~th~~S~~th~~Yhnt~~th~~J~~th~~. CONWQUTANT ifaJ~~th~~not qro; ~~th~~th or Y~~th~~icJo~~th~~i h anl Con~~th~~S~~th~~Yhnt~~th~~J~~th~~ In~~th~~sors at~~th~~on or tfh~~th~~ cont~~th~~hnti or anl ~~th~~h~~th~~sors at~~th~~on tfhrh~~th~~id h~~th~~ff hr oraJ~~th~~l or ~~th~~h Br~~th~~th~~th~~bd to anl qhrion or hnt~~th~~ll dhnc~~th~~hqt ai axtfor~~th~~J~~th~~hY7l CITw or ai rh)x~~th~~thY7l JaB. CONWQUTANT ifaJ~~th~~ ~~th~~s hY~~th~~athJ~~th~~ not~~th~~th CITw o5 anl at~~th~~hs qt 7l a tf~~th~~thY qartl to o7ta~~th~~h acchii to anl Con~~th~~S~~th~~Yhnt~~th~~J~~th~~ In~~th~~sors at~~th~~on. Tf~~th~~ qro; ~~th~~th~~th~~on B~~th~~U ixr; ~~th~~th hmq~~th~~h~~th~~at~~th~~on or thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~ Contract.

APTICUE k2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJ~~th~~hi ot~~th~~hrB~~th~~h~~th~~ h~~th~~ms qt ~~th~~ accorYanch B~~th~~ff tfh qro; ~~th~~th~~th~~ni o5 tf~~th~~h OrY~~th~~hanchd tf~~th~~ Contract ~~th~~ ix7p~~th~~ct to tfh D~~th~~icJo~~th~~ixrh o5 GorYhr F aJ~~th~~ Contract~~th~~b OrY~~th~~hanchdWict~~th~~on 1y.ky o5 tfh Uoi Anb~~th~~h~~th~~J~~th~~i AYs ~~th~~th~~th~~tr~~th~~at~~th~~J~~th~~h CoYhdai s al 7h as hnYhY5ros t~~th~~h h to t~~th~~h. CONWQUTANT chr~~th~~t~~th~~thi tfat ~~th~~h fai cos qJ~~th~~thYB~~th~~ff tfh aqqJ~~th~~a7J~~th~~h qro; ~~th~~th~~th~~ni o5tf~~th~~h OrY~~th~~hanch. I a~~th~~hrh to 5xJ~~th~~l anYaccx~~th~~rathJ~~th~~ cos qJ~~th~~th tfh a55~~th~~Y~~th~~a; ~~th~~s al rhix~~th~~J~~th~~ ~~th~~ thrs ~~th~~h~~th~~at~~th~~on o5tf~~th~~ Contract.

APTICUE k4

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Es qJol hhi o5 ConixJ~~th~~tant anYor qhrioni Borv~~th~~h~~th~~b on ~~th~~ 7hfaj5d~~th~~h~~th~~cJ~~th~~xY~~th~~h~~th~~bd 7xt not J~~th~~h ~~th~~thY todix7conixJ~~th~~tanti goJ~~th~~hct~~th~~J~~th~~hJl d(Contractor ehri~~th~~onnh~~th~~J~~th~~""d Bf~~th~~h~~th~~ qhr5ors ~~th~~h~~th~~b i hr; ~~th~~thi xnYhr tf~~th~~ Contract anYqr~~th~~lor to ~~th~~th~~th~~tract~~th~~h~~th~~b ~~th~~ qhrion B~~th~~ff C~~th~~h~~th~~ hs qJol hhid contractorid; oJxn~~th~~thrid or s hs 7hri o5tf~~th~~h

qx7JH goJhctHhJ d(In-ehri on Wr; Ichi ""s xit 7h 5xJL ; accHathYabaHt  
tfh no; hJ corona; Hxi 2y19 g COS ID-19"" (I xJL ; accHathY" s hani tfat  
13 or s orh Yal i fa; h qaiihYiHch Contractor ehri onnhJ fa; h rhchHhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 ; accHh i hrHh gMoYhrna or e5hr-  
GHNTchf" or a iHbJh Yoih o5 a onh-Yoih COS ID-19 ; accHh guofnion &  
uofnion/uaniihn" anY aJ 7ooithr Yoih rhcos s hnYhY 7l tfh Chnthri 5or  
DHhaih ControJanYerh; hntHn. erlor to aiiHnHb Contractor ehri onnhJ to  
qhr5ors In-ehri on Wr; Ichi d ConixJtant ifaJ o7taH qroo5 tfat ixcf  
Contractor ehri onnhJ fa; h 7hhn 5xJL ; accHathY. ConixJtant ifaJ rhtaH  
ixcf qroo5 5or tfh Yocxs hnt rthntHn qhr5Y iht 5ortf H tfH Contract.  
ConixJtant ifaJ brant s hYdaJ or rhJHbHxi hnhs qtloni g(Enhs qtloni "" to  
Contractor ehri onnhJ ai rh)xHhY 7l JaB. I5 ConixJtant BHfhi to aiiHn  
Contractor ehri onnhJ BHf Enhs qtloni to qhr5ors In-ehri on Wr; Ichi d  
ConixJtant ifaJ rh)xHh ixcf Contractor ehri onnhJ to xnYhrbo BhhvJL  
COS ID-19 thitHbdBHf tfh 5xJL coit o5 thitHb to 7h 7ornh 7l ConixJtant.  
I5 Contractor ehri onnhJ thit qoiHhJhdtfhl ifaJ not 7h aiiHnhYto qhr5ors  
In-ehri on Wr; Ichi ordto tfh hnthtn tfhl fa; h aJrhaYl 7hhn qhr5ors Hb In-  
ehri on Wr; Ichi difaJ 7h H s hYathJL rhs o; hY 5ros tfoih aiiHns hnti.  
I xrtfhrs orhd ConixJtant ifaJ H s hYathJL notH CHL H Contractor  
ehri onnhJ qhr5ors Hb In-ehri on Wr; Ichi gl" fa; h thithY qoiHhJh 5or or  
fa; h 7hhn YabnoihYBHf COS ID-19dg2" fa; h 7hhn H5ors hY7l a s hYdaJ  
qro5hi iHnaJ tfat tfhl arh JHhJL to fa; h COS ID-19dor g4"s hht tfh crHhrHd  
5or HoJatlon xnYhr aqJda7Jh bo; hrns hnt orYhri.

EXCEeT AWEXePEWUw MODII IED fhrhHdtfH Contract hnhcxthYon \_\_\_\_\_  
rhs aHh xncfanbhY.

IN F ITNEWWF , EPEOI dtfH qartHh fhrhto fa; h hnhcxthYtfH As hnYs hnt No. \_\_\_\_\_ on tfh  
Yal anYl har BrHh 7hJoB.

**PSOMAS**

**By: Byrns Tnbey, Jr., P.E.**

**Title: Vice Preoides t**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Gnnd**

**Title: Preoides t, Bnard nf Public Wnrko**

**Date:**

**By:**



**Date:**

**ATTEST:**

, OOUw U. F OUCOTT, CHll CJhrv

**By:**

**Date:**

**APPROVED AS TO FORM:**

MIC, AEUN. I EQEP dCHll Attornhl

**By:**

**Title:** Aooiotas t City Attnrs ey

**Date:**

AMENDMENT NO. 1

to

Contract No. C-~~129641~~129661~~41~~

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW BRIDGE

Between

THE STATE OF TEXAS

and

THE STATE OF TEXAS  
GUAC, H SEATCI - COPEOPATION  
Corporation WANTEC

AMENDMENT NO. 1 TO CONTRACT NO. C-~~129641~~12966141 JI OP eP Erh-  
RQAUI IED~~1~~asthY ONn-CAUAss F AWEF ATEP aythBathr ANDanY  
ENS IPONMENTAU~~h0~~ron7 hntas ENVINEEP INVnbunhhrunb WEPS ICEWGETF EEN Ti E  
CLTw OI UOWANVEUEWAND GUAC, saemH SEATCi hatef COPeOPATIONWTANTEC.

Tf uy A7 hnY7 hnt 7 oYufhy tfh Contract hghcl thYon (l s“ 12J2”1) JqhtBhnn tfh Cut“ o5  
Uoy Anbhshy pfhrhuna5thr rh5hrrhY to ay j CLTw; v anY GsaemH SHatef Corxoration Wanthe  
pfhrhuna5thr rh5hrrhY to ay j CONWQUTANT; v.

#### F ITNEWWEti

F i EPEAW CLTw uyl hY a Phkl hyt 5or Rl asfucatuony pI Rv on Wxth7 qhr 29J2”16 5or  
xro’htct 7 anabh7 hntJ xsannunbJ Yhybn anY conytrl ctuon 7 anabh7 hnt 5or BaythBathr anY  
ytor7 Bathr rhsathY xro’htcty. ~~These services may include, but are not limited to the overall  
planning, design and construction management of wastewater and stormwater related  
projects such as conveyance systems, pumping plants, treatment/reclamation plant facilities,  
odor control systems, recycled/reclaimed water projects, membrane bioreactor, membrane  
filtration, biogas/renewable energy projects and other related facilities~~ anY CONWQUTANT  
yl q7 uthY a ytath7 hnt o5kl asfucatuony, un rhyxonyh: anY

F i EPEAW CONWQUTANT Yh7 onytrathY kl asfucatuony to xhr5or7 yauY yhr0uchy anY  
Bay yhshcthy q“ CLTw yta55 qayhYon tfh h0asl atun cruthrua yht 5ortf un tfh PI R: anY

F i EPEAW on (l s“ 12J 2”1) J Contract No. C-~~129641~~12966141 Bay aBarYhY to  
CONWQUTANTJ tfh thr7 y o5Bfuf Buss hgxrurh on (l s“ 11zJ2”22: anY

F i EPEAW tfh CONWQUTANT uy clrrhnts“ xro0uYnb on-cass BaythBathr anY  
hn0uron7 hntas hnbunhhrunb yhr0uchy 5or tfh 0aruol y Dhxart7 hnt o5el qsc F orny xro’htcty anY fay  
tfh caxactu“ anYhgxrurhynchY xhryonnhs to xro0uYh tfh rhkl urhY yhr0uchy: anY

F i EPEAW tfh CLTw anY CONWQUTANT fa0h abrrhY to hgthnY tfh thr7 o5tfh Contract  
q“ / aYYitunas “hary tfrol bf (l s“ 11zJ2”2): anY **use only as needed**

F i EPEAW tfh CLTw 3WDhxart7 hnt o5el qsc F orny JGl rhal o5Enbunhhrunb Jpfhrhuna5thr  
rh5hrrhY to ay j GQPEAQ; wJ uy tfh erobra7 Manabhr anY o0hryhhy tfh CONWQUTANT 3W  
xhr5or7 anch o5tfy Contract: anY

NOF J Ti EPEI OPEJ un conyMhratuon o5 tfh 5orhbounb anY o5 tfh qhnh5ty Bfuf Buss  
accrl h to tfh xarthY fhrhto un carr“ unb ol t tfh conYutuony o5tfy A7 hnY7 hnt No. 1J Contract No.  
C-~~129641~~12966141 uy fhrhq“ a7 hnYhY ay 5ossoBy"

## APTICUE 1

### DEFINITIONS

No Cf anbh

## APTICUE 2

### PROJECT DESCRIPTION

Artush 2 uy fhrhq“ a7 hnYhYun uty ~~xarabraxf~~-hnturht“ to rhaYay 5ossoBy"

On chrtaun el qsc F ornyxro'hctyJtfh Gl rhal o5Enbunhhrunb xsany to l tus8h conyl stanty to xro0uYh xrobra7 7 anabh7 hntJ xro'hct 7 anabh7 hntJ xsannunbJ Yhybn anY conytrl ctuon 7 anabh7 hnt 5or BaythBathr anY ytor7 Bathr rhsathY xro'hctyJ yo7 htuf hy on an h7 hrbhnc“ qayuyJ Yl runb tfh col ryh o5a thn-“har xhruY. Tfhhy yhr0uchy 7 a“ uncl YhJ ql t arh not su7 thY to tfh o0hrass xsannunbJ Yhybn anY conytrl ctuon 7 anabh7 hnt o5 BaythBathr anY ytor7 Bathr rhsathY xro'hcty yl cf ay con0h“anch y“yth7 yJ aqath7 hnt 5acusthyJ xl 7 xunb xsantyJ trhat7 hnt 5acusthyJ oYor controsl rhe“cshYKhesau7 hY Bathr xro'hcty anY ofthr BaythBathr anY ytor7 Bathr 5acusthy oBnhYor xsannhYq“ tfh CLTw.

## APTICUE z

### RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT

Artush z-z uy fhrhq“ a7 hnYhY to aYY Wictuon z.z aYYhY to tfh tfuY  
~~xarabraxf~~-anY to rhaYay 5ossoBy"

z.z Phthtuon o5 PhcorYyJ Al Yit anY Phxorty

CONTRACTOP yf ass 7 auntaun ass rhcorYyJ uncl Yunb rhcorYy o5 5nancuas tranyactuonyJ xhrtanunb to tfh xhr5or7 anch o5 tfuy ContractJ un tfhur orubnas 5or7 or ay ofthrBuyh axxro0hYq“ CLTw. Tfhhy rhcorYy yf ass qh rhtaunhY 5or a xhruY o5 no shy ytf an tf rhh “hary 5or7 tfh sathr o5 tfh 5ossoBunb" pl v 5nas xa“7 hnt 7 aYh q“ CLTwJ p2v tfh hgxraturon o5 tfuy Contract or p2v thr7 unatuon o5 tfuy Contract. Tfh rhcorYy Buss qh yl q'hct to hga7 unatuon anY al Yit q“ al tforu8hY CLTw xhryonnhs or CLTw3Wrhxrhyhntatu0hy at an“ tu7 h. CONTRACTOP yf ass xro0uYh an“ rhxorty rhkl hythY q“ CLTw rhbarYunb xhr5or7 anch o5 tfuy Contract. An“ yl qcontract hnthrhY unto q“ CONTRACTOP 5or Bormto qh xhr5or7 hYl nYhr tfuy Contract 7 l yt uncl Yh an uYhtucas xro0uyun.

In shl o5 rhtaununb tfh rhcorYy 5or tfh thr7 ay xrhycrughY un tfuy xro0uyunJ CONTRACTOP 7 a“Jl xon CLTw3WBrutthn axxro0asl yl q7 ut tfh rhkl urhY un5or7 atun to CLTw un an hshctronu 5or7 atJ h.b. QWG 5ayf Yru0hJ at tfh hgxraturon or thr7 unatuon o5 tfuy Contract.

## APTICUE 4

### RESPONSIBILITIES OF AND TASKS TO BE PERFORMED

**BY ~~THE~~ CITY**

Artucsh 4 uy fhrhq“ a7 hnYhYun uty 5ryt xarabraxf to rhaYay 5ossoBy"

CLTw Yhybnathy Etfan G. F onb ay uty ENVINEEPJ rhxrhyhntunb tfh CLTw un ass 7 atthry Butfun tfh ycoxh o5 tfuy Contract rhsatunb to tfh conYl ct anYaxxro0as o5 tfh Bormto qh xhr5or7 hY. F f hnh0hr tfh thr7 ' axxro0as o5 CLTwJ ' conyl st Butf CLTwJ ' con5hr Buf CLTwJ or yu7 uar thr7 yarh l yhYJtfh“ yf ass rh5hr to tfh ENVINEEP. Tfh ENVINEEP 7 a“ Yhybnath an ayyutnant to act un fuy ythaY.

APTICUE /

**TERM OF CONTRACT**

Artucsh / uy fhrhq“ a7 hnYhYun uty hnturht“ to rhaYay 5ossoBy"

Qnshyy otfhrBuyh xro0uYhYJtfh thr7 o5 tfuy Contract yf ass qhbun on tfh Yath o5 5l ss hghcl tun o5 tfuy Contract anY yf ass hgxrh 1” “hary l nshyy thr7 unathYay xro0uYhYl nYhr Artucsh 944 or hgthnYhYq“ a7 hnY7 hnt to tfuy Contract.

Tfh Yath o5 5l ss hghcl tun uy Yh5unhYay tfh Yath Bfhn ass o5 tfh 5ossoBunb h0hnty fa0h occl rrhY"

pav TfuY Contract fay qhln ybnhYon qhf as5 o5 CONWQUTANT q“ tfh xhryon or xhryony al tforu8hYto qnYCONWQUTANT fhrhto:

pqv TfuY Contract fay qhln axxro0hYq“ tfh Cu“ Col ncus anYKor q“ tfh GoarYJo55uchr or h7 xso“hh al tforu8hYto bu0h yl cf axxro0as:

pcv Tfh O55uch o5 tfh Cu“ Attornh“ fay unYucathYun Brutunb uty axxro0as o5 tfuy Contract ay to 5or7 : anY

pYv TfuY Contract fay qhln ybnhYon qhf as5 o5 tfh CLTw q“ tfh xhryon YhybnathYq“ tfh Cu“ Col ncus or q“ tfh GoarYJo55uchr or h7 xso“hh al tforu8hYto hnthr unto tfuy Contract.

APTICUE 6

**SUBCONSULTANT APPROVAL**

No Cf anbh

APTICUE )

**COMPENSATION, INVOICING AND PAYMENT**

No Cf anbh

APTICUE %

**SUCCESSORS AND ASSIGNS**

Artush %uy fhrhq“ a7 hnYhYun uty hnturht“ to rhaYay  
5ossoBy"

Ass o5 tfh thr7 yJ conYutonyJ anY xro0uyony fhrho5 yf ass  
unl rh to tfh qhnh5t o5 anY qh qnYnb l xon tfh xartuy fhrhto anY tf hr  
rhyxhetu0h yl echyory anYayybny xro0uYhYJ f oBh0hrJtf at no ayybn7 hnt o5  
tfh Contract yf ass qh 7 aYh Butfol t Bruthn conyhnt o5 tfh xartuy to tf uy  
Contract ay rhkl uhYl nYhr **Article 35.**

## APTICUE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Artush 9 uy fhrhq“ a7 hnYhYun uty hnturht“ to rhaYay  
5ossoBy"

Ass notuchy yf ass qh 7 aYh un Brutnb anY 7 a“ qh bu0hn q“  
xhryonas Yhs0hr“ or q“ 7 aus. Wcf notuchy yhnt q“ 7 aus yf ol sYqh rhbuthrhY  
or chrtu0hY anY yhnt to tfh YhybnathY contact xhryon 5or hacf xart“ anY  
aYrhyyhYay 5ossoBy"

To tfh CITw"

Contact ehryon"  
AYrhyy"

Etf an G. F onbJ Du0uyon Enbunhhr  
Gl rhal o5 Enbunhhrunb  
En0uron7 hntas Enbunhhrunb Du0uyon  
12””” S yta Dhs Mar  
erhbhryon GsYb.J Wuth 2”””  
esa“a Dhs Ph“JCA 9”29z

To CONWQUTANT"

Contact ehryon"

[Shnl , ossuMunh N. AboYoJe-E.J](#)

[Wintur ero'het ManabhrS uch ehryYhnt](#)

AYrhyy"

[%”” F usyfurh Gs0Yz”” N Uanh](#)

[A0hnl hJ Wuth 46””](#)

[Uey Anbhshye aya YhnaJCA](#)

[9””1\)911”1](#)

## APTICUE 1”

### **STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Inthtuonass“ sh5t qsanm

## APTICUE 11

### **ORDER OF PRECEDENCESTANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Inthtuonass“ sh5t qsanm



Tf h Contract y f hrh q“ a7 hnYhY to uncl Yh tf h 5ossoBunb Artwshy"

## ARTICLE 12

### **SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

Ass tushyJ y l qutshyJ or fhaYunby un tfuy Contract fa0h qhnn unyhrthY 5or con0hnunh anY yf ass not qh Yhh7 hY to a5hct tf h 7 hanunb or conytrl ctwn o5 an“ o5 tf h thr7 y or xro0uyony fhrho5. Tf h sanbl abh o5 tfuy Contract yf ass qh conytrl hY accorYunb to uty 5aur 7 hanunb anY not ytruts“ 5or or abaunt tf h CITw or CONWQUTANT. Tf h BorY j CONWQUTANT; fhrhun tfuy Contract uncl Yh tf h xart“ or xartuy yntu5hY un tf h Contract. Tf h yunbl sar yf ass uncl Yh tf h xsl ras: u5 tf hrh y 7 orh t f an onh CONWQUTANT fhrhunJ l nshyy hgxrhyys“ ytathY otf hrBuyhJ tf hr oqsbatwony anY saqutthy fhrhl nYhr yf ass qh 'out anY yh0hras. Qyh o5 tf h 5h7 unuhJ 7 ayl snhJ or nhl thr bhnYhry yf ass qh Yhh7 hY to uncl Yh tf h bhnYhry not l yhY.

Tf h nl 7 qhr o5 orubnas thgty o5 tfuy Contract yf ass qh hkl as to tf h nl 7 qhr o5 tf h xartuy fhrhtoJ onh thgt qhunb rhtaunhY q“ hacf xart“. At tf h CITw3W oxtwnJ onh or 7 orh aYYitwnas orubnas thgty o5 tfuy Contract 7 a“ asyo qh rhtaunhY q“ tf h CITw.

## ARTICLE 13

### **KEY CONSULTANT PERSONNEL**

13.1 Qnshyy otf hrBuyh xro0uYhY or axxro0hY q“ tf h CITwJ CONWQUTANT yf ass l y h uty oBn h7 xso“ hhy to xhr5or7 tf h yhr0uchy YhyeruhY un tfuy Contract. Tf h CITw yf ass fa0h tf h rubf t to rh0uhB anY axxro0h an“ xhryonnhs Bfo arh ayyubnhY to Borml nYhr tfuy Contract. CONWQUTANT abrhhy to rh7 o0h xhryonnhs 5ro7 xhr5or7 unb Borml nYhr tfuy Contract u5 rhkl hythY to Yo yo q“ tf h CITw.

13.2 CONWQUTANT Buss Yhyubnath nh“ conyl stant xhryonnhs to u7 xsh7 hnt tf h Bormon a taymq“ taymqayuy. Ass thef nucas yxhcuasuty ayyubnhY to hacf tayml nYhr tfuy contract yf ass qh y l q'het to tf h ENVINEEP 3Waxxro0as.

13.z CONWQUTANT abrhhy tf at xhryonnhs ayyubnhY to tf hyh xoytuony at tf h co7 7 hnc7 hnt o5 yhr0uchy l nYhr tfuy Contract yf ass yhr0h un tf hyh xoytuony ay sonb ay rhkl urhY q“ tf h CITwJ anY CONWQUTANT yf ass not cf anbh xhryonnhs ayyubnhY to tf hyh xoytuony Butfol t tf h conyhnt anY axxro0as o5 tf h ENVINEEP J xro0uYhY y l cf conyhnt yf ass not qh l nrhayonaq5“ Butf fhsY.

## ARTICLE 14

### **TERMINATION**

A. Thr7 unatwn 5or Con0hnhnch

CITw 7 a“ thr7 unath tfuy Contract 5or CITw3Wcon0hnhnch at an“ tu7 h q“ xro0uYnb CONWQUTANT tfurt“ Ya“y Brutthn notuch. Qxon rhchxt o5 tfh notuch o5 thr7 unatwnJ CONWQUTANT yfass u7 7 hYuaths“ tanh actwn not to uncl r an“ aYYitwnas oqsbatwnyJ coyty or hgxlhnyhyJ hgchxt ay 7 a“ qh nhchyyar“ to thr7 unath uty act0utthy. CITw yfass xa“ CONWQUTANT uty rhayonaqsh anY assoBaqsh coyty tfrol bf tfh h55hctu0h Yath o5 thr7 unatwn anYtfoyh rhayonaqsh anY nhchyyar“ coyty uncl rrhY q“ CONWQUTANT to h55hct tfh thr7 unatwn. Tfhrrha5thrJ CONWQUTANT yfass fa0h no 5l rtfhr csau7 y abaunt CITw l nYhr tfuy Contract. Ass 5nuyf hY anY l n5nuyf hYYoel 7 hnty anY7 athruasy xrocl rhY5or or xroYl chYl nYhr tfuy ContractJ uncl Ynb ass unthshct l as xroxhrt“ rubfty CITw uy hntutshY toJ yfass qhco7 h CITw xroxhrt“ lxon tfh Yath o5 tfh thr7 unatwn. CONWQUTANT abrhhy to hghcl th an“ Yoel 7 hnty nhchyyar“ 5or CITw to xhr5hctJ 7 h7 oruas8hJ or rhcorY CITw3W oBnhryf ux o5 rubfty xro0uYhYfhrhun.

G. Thr7 unatwn 5or Grhacf o5 Contract

1. Egchxt ay xro0uYhYun Artuch 22J u5 CONWQUTANT 5ausy to xhr5or7 an“ o5 tfh xro0uywony o5 tfuy Contract or yo 5ausy to 7 anh xrobrhyy ay to hnYanbhr tu7 hs“ xhr5or7 anch o5 tfuy ContractJ CITw 7 a“ bu0h CONWQUTANT Brutthn notuch o5 tfh Yh5al st. CITw3WYh5al st notuch Buss unYcath Bfhtfhr tfh Yh5al st 7 a“ qh cl rhY anYtfh tu7 h xhruY to cl rh tfh Yh5al st to tfh yosh yatuy5action o5 CITw. AYYitwnass“J CITw3W Yh5al st notuch 7 a“ o55hr CONWQUTANT an oxxtortl nu“ to xro0uYh CITw Butf a xsan to cl rh tfh Yh5al stJBfuf yfass qh yl q7 uthY to CITw Butf un tfh tu7 h xhruY assoBhYq“ CITw. At CITw3W yosh YycrhtwnJ CITw 7 a“ acchxt or rh’het CONWQUTANT3Wxsan. l5tfh Yh5al st cannot qh cl rhY or u5 CONWQUTANT 5ausy to cl rh Butf un tfh xhruY assoBhYq“ CITwJ tfhn CITw 7 a“ thr7 unath tfuy Contract Yl h to CONWQUTANT3Wqrhacf o5 tfuy Contract.
2. l5tfh Yh5al st l nYhr tfuy Contract uy Yl h to CONWQUTANT3W 5ausl rh to 7 auntaun tfh unyl ranch rhkl urhY l nYhr tfuy ContractJ CONWQUTANT yfass u7 7 hYuaths“" plv yl yxhnY xhr5or7 anch o5 an“ yhr0uchy l nYhr tfuy Contract 5or Bfuf unyl ranch Bay rhkl urhY: anY p2v notu5“ uty h7 xso“hhy anY Wqconyl stanty o5 tfh soyy o5 unyl ranch co0hrabh anY Conyl stant3y oqsbatwn to yl yxhnY xhr5or7 anch o5 yhr0uchy. CONWQUTANT yfass not rhco7 7 hnch xhr5or7 anch l ntus

CONWQUTANT uy 5l ss“ unyl rhY anY un co7 xsanch Butf  
CLTw3Wrhkl urh7 hnty.

z. I5 a 5hYhras or ytath xrochhYunb 5or rhsh5 o5 Yhqatory uy  
l nYhrtanhn q“ or abaunt CONWQUTANTJ or u5  
CONWQUTANT 7 anhy an ayyubn7 hnt 5or tfh qhnh5t o5  
crhYutoryJ tfhn CLTw 7 a“ u7 7 hYuaths“ thr7 unath tfuy  
Contract.

4. I5 CONWQUTANT hnbabhy un an“ Yuyf onhyt conYl ct rhsathY  
to tfh xhr5or7 anch or aY7 unytraton o5 tfuy Contract or  
0uwsathy CLTw3WsaByJ rhbl satony or xoscuhy rhsatunb to  
soqq“unbJ tfhn CLTw 7 a“ u7 7 hYuaths“ thr7 unath tfuy  
Contract.

/ . Acty o5 Moras Tl rxutl Yh

a. CONWQUTANT yf ass u7 7 hYuaths“ notu5“ CLTw u5  
CONWQUTANT or an“ , h“ ehryonJ ay Yh5unhY  
qhsoBJ uy cfarbhY ButfJ unYuthY 5orJ con0uthY o5J  
xshaYy noso conthnYhrh toJ or 5or5huty qaus or 5ausy to  
axxhar un col rt 5or a fharunb rhsathYtoJan“ act Bfucf  
conytul thy an o55hnyh un0os0unb 7 oras tl rxutl Yh  
l nYhr 5hYhrasJ ytathJ or socas saBy pj Act o5 Moras  
Tl rxutl Yh; v.

q. I5 CONWQUTANT or a , h“ ehryon uy  
con0uthY o5J xshaYy noso conthnYhrh toJ or 5or5huty  
qaus or 5ausy to axxhar un col rt 5or a fharunb rhsathYtoJ  
an Act o5 Moras Tl rxutl YhJ CLTw 7 a“ u7 7 hYuaths“  
thr7 unath tfuy Contract.

c. I5 CONWQUTANT or a , h“ ehryon uy  
cfarbhY Butf or unYuthY 5or an Act o5 Moras  
Tl rxutl YhJ CLTw 7 a“ thr7 unath tfuy Contract a5hr  
xro0uYunb CONWQUTANT an oxxortl nut“ to xrhylnt  
h0uYhncch o5 CONWQUTANT3Waqust“ to xhr5or7  
l nYhr tfh thr7 y o5 tfuy Contract.

Y. Acty o5 Moras Tl rxutl Yh uncsJ YhJ ql t  
arh not su7 uthY to" 0uwsht 5hsonhy ay Yh5unhY q“  
ehnas CoYh Wictuon 66)./J cru7 hy un0os0unb  
BhaxonyJ cru7 hyrhyl stunb un yhrul y qoYus“ un'l r“ or  
YhatfJ yhrul y 5hsonhy ay Yh5unhY q“ ehnas CoYh  
Wictuon 1192.)J anY tf oyh cru7 hy rh5hrhncchY un tfh  
ehnas CoYh anY artucl sathY un Casuornua el qsc

Phyol rchy CoYh Wictuon / 164pavp2v: un aYYutuon to anY uncsl Ynb acty o5 7 l rYhrJ raxhJ yhgI as ayyal stJ roqqhr“J mYnaxxunbJ fl 7 an tra55cmnbJ xu7 xunbJ 0osl ntar“ 7 anysal bfthrJ abbra0athY ayyal stJ ayyal st on a xhach o55chrJ 7 a“fh7 J 5ral YJ Yo7 hytuc aql yhj hsYhrs“ aql yhj anYcf usY aql yhj rhbarYshyy o5 Bf htf hr yl cf acty arh xl nuyfaqsh q“ shson“ or 7 uyYh7 hanor con0uctuon.

h. I or tfh xl rxoyhy o5 tfuy xro0uywunJ a , h“ ehryon uy a xruncukasJ o55chrJ or h7 xso“hh ayyubnhY to tfuy ContractJ or oBnhr pYrhcts“ or unYrhcts“Jtfrol bf onh or 7 orh unthr7 hYarhyvo5thn xhrechnt or 7 orh o5 tfh 0otunb xoBhr or hkl ut“ unthrhyty o5 CONWQUTANT.

6. In tfh h0hnt CITw thr7 unathy tfuy Contract ay xro0uYhYun tfuy yhetuonJCITw 7 a“ xrocl rhJl xon yl cf thr7 y anYun tfh 7 annhr ay CITw 7 a“ Yhh7 axxroxruathJ yhr0uchy yu7 usar un ycoxh anY sh0hs o5 h55ort to tfoyh yo thr7 unathYJ anY CONWQUTANT yf ass qh saqsh to CITw 5or ass o5 uty coyty anY Ya7 abhyJ uncsl YnbJ ql t not su7 uhYtoJ an“ hgchyy coyty 5or yl cf yhr0uchy.

). L5J a5thr notuch o5 thr7 unatuon o5 tfuy Contract l nYhr tfh xro0uywony o5 tfuy yhetuonJ ut uy Yhthr7 unhY 5or an“ rhayon tfat CONWQUTANT Bay not un Yh5al st l nYhr tfh xro0uywony o5 tfuy yhetuonJ or tfat tfh Yh5al st Bay hgcl yaqsh l nYhr tfh thr7 y o5 tfuy ContractJ tfh rubfty anY oqsbatuony o5 tfh xartuhy yf ass qh tfh ya7 h ay u6 tfh notuch o5 thr7 unatuon faY qhhn uyl hY xl ryl ant to Artuesh 14 Thr7 unatuon 5or Con0hnuhch.

% Tfh rubfty anY rh7 hYhy o5 CITw xro0uYhYun tfuy yhetuon yf ass not qh hgcsI yu0h anY arh un aYYutuon to an“ otf hr rubfty anY rh7 hYhy xro0uYhYq“ saB or l nYhr tfuy Contract.

C. In tfh h0hnt tfat tfuy Contract uy thr7 unathYJ CONWQUTANT yf ass u7 7 hYaths“ notu6“ ass h7 xso“hhy anY Wqconyl stantyJ anY yf ass notu6“ un Brutnb ass otf hr xartuhy contracthY Butf l nYhr tfh thr7 y o5 tfuy Contract Butf un 5u0h Bormnb Ya“y o5 tfh thr7 unatuon.

APTICUE 1/

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

A7 hnY7 hntyJ cf anbhY or 7 oY6ucatuony to tfh thr7 y o5 tfuy Contract 7 a“ qh 7 aYh at an“ tu7 h q“ 7 l tl as Brutthn abrh7 hnt qhtBhhn tfh xartuhy f hrhto

anYyf ass qh ybnhYq“ tfh xhryony al tf oru8hYto qunYtfh xartuhy tfrhhto anY axxro0hYxl ryl ant to tfh xro0uyuny o5 **Article 5**.

## APTICUE 16

## **INDEMNIFICATION AND INSURANCE**

### 16.1 InYh7 nu6cution

Egchxt 5or tfh actu0h nhbsbhinch or Bussl s 7 uyconYl ct o5tfh CLTwJ or an“ o5 uty GoarYyJ o55uchryJ abhntyJ h7 xso“hhyJ ayyubnyJ anY yl cchyyory un unthrhytJ CONWQUTANT l nYhrtanhy anY abrhhy to Yh5hnYJ unYh7 nu6“ anY fosYfar7 shyy tfh CLTw anYan“ o5 uty GoarYyJ o55uchryJ abhntyJ h7 xso“hhyJ ayyubny anY yl cchyyory un unthrhyt 5ro7 anY abaunt ass yl uty anY cal yhy o5 actunJcsau7 yJ soyhyJ Yh7 anYy anY hgxnhyhyJ uncsl Ynb ql t not su7 thYtoJ attornh“\$y 5hhy pqtotf un-f ol yh anY ol tyuYh col nyhsv anY coyty o5 stibatuon pncsl Ynb ass actl as stibatuon coyty uncl rrhYq“ tfh CLTwJ uncsl Ynb ql t not su7 thYtoJ coyty o5 hgxrty anY conyl stantyJ Ya7 abhy or suaqst“ o5 an“ natl rh Bfatyoh0hrJ 5or Yhatf or un’l r“ to an“ xhryonJ uncsl Ynb CONWQUTANT\$Wh7 xso“hhy anY abhntyJ or Ya7 abh or Yhytrl ctuon o5 an“ xroxhrt“ o5 hutfhr xart“ fhrhto or o5tfuYxartuhyJ aryunb un an“ 7 annhr q“ rhayon o5tfh nhbsbhnt actyJhrroryJo7 uyuny or Bussl s 7 uyconYl ct uncuYhnt to tfh xhr5or7 anch o5tfuy Contract q“ CONWQUTANT or utyyl qconyl stanty o5 an“ tuhr. Pubf ty anYrh7 hYhy a0ausaqsh to tfh CLTw l nYhr tfuy xro0uyun arh cl 7 l satu0h o5 tf oyh xro0uYhY 5or hsyhBfhrh un tfuy Contract anYtf oyh assoBhYl nYhr tfh saBy o5tfh QnuthYWathyJ tfh Wath o5 CasformuaJ anYtfh CLTw. Tfh xro0uyuny o5 Artucsh 16 yf ass yl r0u0h hgxratuon or thr7 unatuon o5tfuy Contract.

### 16.2 Inyl ranch

Dl runb tfh thr7 o5 tfuy Contract anY Butfol t su7 utnb CONWQUTANT3W unYh7 nu6cution o5tfh CLTwJ CONWQUTANT yf ass xro0uYh anY7 auntaun at uty oBn hgxnhyhJ a xobra7 o5 unyl ranch fa0unb tfh co0hrabh anYsu7 uty cl yto7 aru6“ carruY anY actl ass“ arranhYq“ CONWQUTANTJ ql t not shyy tfan tfh a7 ol nty anYt“xhy suYhYon tfh Phkl urhYInyl ranch anYMu7 l 7 Uu7 uty yf hht pl or7 Vhn 146 un Egfuqt D fhrhtovJ co0hrunb uty oxhratuony fhrhl nYhr. Wcf unyl ranch yf ass con5or7 to CLTw rhkl urh7 hnty hytaqsufhY q“ CfarthrJ orYunanch or xosuc“J yf ass co7 xs“ Butf tfh Inyl ranch Contractl as Phkl urh7 hnty pl or7 Vhnhras lzz un Egfuqt D fhrhtovanYyf ass otfhrBuyh qh un a 5or7 acchxtaqsh to tfh O55uch o5tfh Cu“ AY7 unytratu0h O55uchrJ Puymanabh7 hnt. CONWQUTANT yf ass co7 xs“ Butf ass Inyl ranch Contractl as Phkl urh7 hnty yf oBn on Egfuqt D fhrhto. Egfuqt D uyfhrhq“ uncorxorathYq“ rh5hrhinch anY7 aYh a xart o5tfuy Contract.

## APTICUE 1)

## **INDEPENDENT CONTRACTORS**

CONWQUTANT uy actunb fhrhl nYhr ay an unYxhnYhnt conyl stant anY not

ay an abhnt or h7 xso“hh o5tfh CITw. CONWQUTANT yf ass not rhxrhyhnt or otf hrBuyh fosY ol t tyhs5 or an“ o5 ty YurhctoryJ o55chryJ xartnhryJ h7 xso“hhyl or abhnty to qh an abhnt or h7 xso“hh o5tfh CITw.

## APTICUE 1%

## **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

1%l CONWQUTANT Barranty tfat tfh Borm fhrhl nYhr yf ass qh co7 xshthY un a 7 annhr conyuthnt Butf xro5hyuonas ytanYarYy xtractuchY a7 onb tfoyh 5r7 y Butf un CONWQUTANT\$Wxro5hyuonJ Younb tfh ya7 h or yu7 usar Borm l nYhr tfh ya7 h or yu7 usar curcl 7 ytanchy.

1%2 CONWQUTANT yf ass qh rhyxonyuqsh 5or tfh xro5hyuonas kl ast“J thef nucas accl rac“J tu7 hs“ co7 xshuonJ anY tfh coorYunatuon o5 ass YhybnyJ YraBunbyJ yxhcufatuonyJ rhxortyJ anY otf hr yhr0uchy 5l rnyfhY q“ CONWQUTANT l nYhr tf uy Contract. CONWQUTANT yf assJ at no aYyitunas coy to CITwJ corrhct or rh0uyh an“ hrroryJ o7 uyyonyJ or otf hr Yh5cuhncuhy un ty YhybnyJ YraBunbyJ yxhcufatuonyJ rhxortyJ cascl satunyJ anY otf hr yhr0uchy.

1%z Tfh CONWQUTANT yf ass hgfuqt xroxhr xro5hyuonas 1 Yb7 hnt un tfh l yh o5 un5or7 atuon 5l rnyfhY q“ CITw un Artush 4. In tfh h0hnt tf at yauY un5or7 atuon uy not Yhs0hrhY tu7 hs“ or tfat ut uy Yyco0hrhY to qh uncorrhct or 7 yshaYunbJ CONWQUTANT Bus notu5“ tfh CITw un a rhayonaqsh 7 annhr a5hr tfh Yyco0hr“ o5 yl cf tarYinhyy or uncorrhct or 7 yshaYunb un5or7 atuon anY xro7 xts“ 7 anh a Yhthr7 unatuon o5 ty coyty anY ycf hYl sh u7 xact on tf uy ContractJ ay Bhss ay rhco7 7 hnYatony 5or tfh corrhctuon o5 yl cf uncorrhct or 7 yshaYunb un5or7 atuon.

1%4 CONWQUTANT yf ass xhr5or7 yl cf xro5hyuonas yhr0uchy ay 7 a“ qh nhchyyar“ to acco7 xsyf tfh Borm rhkl urhY to qh xhr5or7 hYl nYhr tf uy Contract un accorYanch Butf tf uy Contract.

1%/ Egchxt ay yxhcufhY un Artush 16 anY ay otf hrBuyh xro0uMhY un tf uy ContractJ tfh CONWQUTANT yf ass qh anY yf ass rh7 aun saqshJ un accorYanch Butf axxscaqsh saBJ 5or ass Ya7 abhy to CITw cal yhY q“ CONWQUTANT\$W nhbsabhnt xhr5or7 anch o5 an“ o5 tfh yhr0uchy 5l rnyfhY l nYhr tf uy ContractJ hgchxt 5or hrroryJ o7 uyyonyJ or otf hr Yh5cuhncuhy to tfh hgthnt attruql taqsh to CITwJ CITw-5l rnyfhY YataJ or an“ tf uY xart“.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

19.1 OBnhryf uk o5 Data anY Uchnyh



19.1.1 QnshyyotfhrBuyh xro0uMhY5or fhrhunJ ass F orm eroYl cty orubunathY anY xrxarhY q“ CONWQUTANT or uty yl qconyl stanty o5 an“ tuhr l nYhr tfuy Contract yfass qh anY rh7 aun tfh hgcsl y0h xroxhrt“ o5 tfh CITw 5or uty l yh un an“ 7 annhr ut Yhh7 y axxroxruath. F orm eroYl cty arh ass BormyJ tanbuqsh or notJ crhathY l nYhr tfuy Contract uncsl YubJButf ol t su7 utatunJ Yoel 7 hntyJ7 athruasJ YataJ rhxortyJ 7 anl asyJ yxhcufatunonyJ artBormJ YraBunbyJ ynhtcfhyJ co7 xl thr xrobra7 y anY YataqayhyJ ycfh7 atucyJ xfotobraxyJ 0uMho anY al Yw0uyl as rhcorYunbyJ yol nY rhcorYunbyJ 7 armyJ soboyJ braxfu YhybnyJ nothyJ BhqyuthyJ Yo7 aun na7 hyJ un0hntunonyJ xrochyhyJ 5or7 l say 7 atthry anY co7 qunatunony tfhrho5J anY ass 5or7 y o5 unthsshtcl as xroxhrt“. CONWQUTANT fhrhq“ ayyubnyJ anY abrhhy to ayyubnJ ass booYBussJ cox“rubftJ traYh7 arnJ xathntJ traYh ycherht anY ass otfhr unthsshtcl as xroxhrt“ rubfty BorsYBuh un an“ F orm eroYl cty orubunathY anY xrxarhY q“ CONWQUTANT l nYhr tfuy Contract. CONWQUTANT 5l rtfhr abrhhy to hghcl th an“ Yoel 7 hnty nhchyyar“ 5or tfh CITw to xhr5htJ 7 h7 oruast8hJ or rhcorYtfh CITw3WoBnhryf uk o5 rubfty xro0uMhY fhrhun.

19.1.2 F utf rhbarY to tfh qayy 5or Yhybn cascl satunony anY hnbunhhrunb nothyJ yl cf Yata yfass qh xro0uMhY to tfh CITw un pav farY co0hr xoyt qunYhrpyJ axxroxruaths“ unYghYJ on tfun M“sar ytocmor booYkl ast“ xaxhr yatuy5actor“ 5or rhxroYl ctuon.

19.1.z I or ass F orm eroYl cty Yhs0hrhY to tfh CITw tfat arh not orubunathY or xrxarhY q“ CONWQUTANT or uty yl qconyl stanty o5 an“ tuhr l nYhr tfuy ContractJ CONWQUTANT fhrhq“ branty a non-hgcsl y0h xhrxhtl as scchnyh to l yh yl cf F ormeroYl cty 5or an“ CITw xl rxoyhy.

19.1.4 CONWQUTANT yfass not xro0uMh or Yycsoyh an“ F ormeroYl cty to an“ tfuY xart“ Butfol t xruor Brutthn conyhnt o5 tfh CITw.

19.1./ Ass Yoel 7 hntyJ un5or7 atun anY xrh-hguytunb 7 athruasy xro0uMhY q“ CITw to CONWQUTANT anY uty yl qconyl stanty aryunb ol t o5 or rhsathY to tfuy Contract yfass rh7 aun tfh xroxhrt“ o5 tfh CITw. Tfh CONWQUTANT 7 a“ not l yhJ Yytruql th or otfhrBuyh 7 anh xl qsc un an“ 7 annhrJ hutfhr 5or xro5t or not 5or xro5tJ an“ o5 tfh un5or7 atunJ Yoel 7 hntatunJ or

xrochYl rhy Yh0hsoxhY 5or tfh CLTw fhrhl nYhr Butf ol t tfh xruor Brutthn conyhnt o5 tfh CLTw. CONWQUTANT 5l rtfhr abrhhy to hghcl th an“ Yoel 7 hnty nhchyyar“ 5or tfh CLTw to xhr5hctJ 7 h7 oruas8hJ or rhcorY tfh CLTw3WoBnhryfux o5 rubfty.

19.1.6 An“ yl qcontract hnthrhY unto q“ CONWQUTANT rhsatunb to tfuy ContractJ to tfh hghtnt assoBhYfhrhl nYhrJyf ass uncl Yh a sunh xro0uyw0n 5or Bormto qh xhr5or7 hY l nYhr tfuy Contract to contractl ass“ qunY or ofthrBuh oqsbh uty yl qconyl stanty xhr5or7 unb Borml nYhr tfuy Contract yl cf tfat tfh CLTw3WoBnhryfux anY sachnyh rubfty o5 ass F ormeroYl cty arh xrhYhr0hY anY xrothcthY ay unthnYhYfhrhun. I aul rh o5 CONWQUTANT to co7 xs“ Butf tfuy rhkl urh7 hnt or to oqtaun tfh co7 xsanch o5 uty yl qconyl stanty Butf yl cf oqsbatuony yf ass yl q’het CONWQUTANT to tfh u7 xoytu0n o5 an“ anY ass yanctuony assoBhYq“ saBJ uncl Yunb ql t not su7 uthY to thr7 unatuon o5 CONWQUTANT3WContract Butf tfh CLTw.

19.1.) CONWQUTANT abrhhy tfat a 7 onhtar“ rh7 hY“ 5or qrhacf o5 tfuy Contract 7 a“ qh unaYhkl athJ u7 xractuaqshJ or Yid5cl st to xro0h anY tfat a qrhacf 7 a“ cal yh CLTw urhxaraqsh far7. CLTw 7 a“ tfhrh5orh hn5orch tfuy rhkl urh7 hnt q“ yhhmnb un’l nctu0h rhsh5 anY yxheufx xhr5or7 anchJ Butf ol t an“ nhchyyu“ o5 yfoBunb actl as Ya7 abh or urhxaraqsh far7. Wihmnb un’l nctu0h rhsh5 or yxheufx xhr5or7 anch Yohy not xrhesl Yh CLTw 5ro7 yhhmnb or oqtaunb an“ ofthr rhsh5 to Bfucf CLTw 7 a“ qh hntutshY.

## 19.2 Inthsshctl as exohrt“ F arrant“

19.2.1 CONWQUTANT rhxrhyhnty anY Barranty tfat uty xhr5or7 anch o5 ass oqsbatuony l nYhr tfuy Contract Yohy not un5unbh un an“ Ba“J Yrhcts“ or contruql torus“J l xon an“ tfuY xart“3y unthsshctl as xroxhrt“ rubftyJ uncl YunbJ Butf ol t su7 utatuonJ xathntyJ cox“rubftyJ traYh7 arnyJ traYh yherhtyJ rubfty o5 xl qscu“ anY xroxruhtar“ un5or7 atuon.

## 19.z Inthsshctl as exohrt“ InYh7 nufication

19.z.1 CONWQUTANTJ at uty oBn hgxnhyhJ l nYhrtanhy anY abrhhy to Yh5hnYJ unYh7 nu0J anY fosY far7 shyy tfh CLTwJ anY an“ o5 uty GoarYyJ o55chryJ

abhtyJ h7 xso“hhyJ ayyubnyJ anY yl cchyory un unthrhyt 5ro7  
anY abaunt ass yl uty anY cal yhy o5 actonJ csau7 yJ soyhyJ  
Yh7 anYy anY hgxnhyJ uncsl Ynb ql t not su7 thY toJ  
attornh“3y Shhy pqt of un-f ol yh anY ol tyuYh col nyhsv anY coyt  
o5 stibaton pncsl Ynb ass actl as stibaton coyty uncl rrhY q“  
tfh CLTwJ uncsl Ynb ql t not su7 thY toJ coyty o5 hgxlrtY anY  
conyl stantyJ Ya7 abhy or saqust“ o5 an“ natl rh Bfatyoh0hr  
aryunb ol t o5 tfh un5unbh7 hntJ actl as or asshbHY Yrhct or  
contruql tor“J o5 an“ unthshct l as xroxhrt“ rubf tyJ uncsl YnbJ  
Butf ol t su7 utatonJ xathntyJ cox“rubf tyJ traYh7 arnyJ traYh  
yherhtyJ rubf ty o5 xl qscut“ anY xroxruhtar“ un5or7 atun pl von  
or un an“ YhybnJ 7 hYd 7 J 7 atthrJ artushJ xrochyyJ 7 htf oYJ  
axxsatunJ hkl uk7 hntJ Yh0uchJ unytr l 7 hntatonJ yo5 BarhJ  
farY BarhJ or 5r7 Barh l yhY q“ CONWQUTANTJ or uty  
yl qconyl stanty o5 an“ tuhrJ un xhr5or7 unb tfh Borml nYhr tf uy  
Contract: or p2v ay a rhyl st o5 tfh CLTw3Wactl as or unthnYhY  
l yh o5 an“ F ormeroYl ct 5l rnyf hY q“ CONWQUTANTJ or  
uty yl qconyl stanty o5 an“ tuhrJ l nYhr tfh Contract. P ubf ty anY  
rh7 hYhy a0ausaqsh to tfh CLTw l nYhr tf uy xro0uyun arh  
cl 7 l satu0h o5 tf oyh xro0uYhY 5or hsyhBf hrh un tf uy Contract  
anY tf oyh assoBhY l nYhr tfh saBy o5 tfh QnuthY WathyJ tfh  
Wath o5 CasuornuaJ anY tfh CLTw. Tf h xro0uyuny o5 **Article**  
**19** yf ass yl r0u0h hgxrution or thr7 unaton o5 tf uy Contract.

19.z.2 In CONWQUTANT3WYh5hnyh  
o5 tfh CLTw Yh5hnYantyJ nhbotuatonJ co7 xro7 yhJ anY  
yhttsh7 hnt o5 an“ yl cf un5unbh7 hnt actonJ tfh Uoy Anbhshy  
Cut“ Attornh“3y O55uch yf ass rhtaun Yyerhtun un anY contros  
o5 tfh stibatonJ nhbotuatonJ co7 xro7 yhJ yhttsh7 hntJ anY  
axxhasy tf hrh5ro7 J ay rhkl urhY q“ tfh Uoy Anbhshy Cut“  
CfarthrJ xartucl sars“ Artush l l J Wictuny 2) 1J 2) 2 anY 2) z  
tf hrho5.

19.z.z F fhrh an“ F ormeroYl ct  
5l rnyf hY q“ CONWQUTANT pavqhco7 hy tfh yl q’hct o5 an  
actonJ pqv uy aYl YcathY ay un5unbunb a tfuY xart“3y  
Inthshct l as eroxhrt“ rubf tJ or pcv fay uty l yh hn’ounhY or  
schnyh thr7 unathY: CONWQUTANT yf assJ Butf tfh CLTw3W  
conyhntJ Yo onh o5 tfh 5ossoBunb u7 7 hYuaths“.   
CONWQUTANT yf ass at uty hgxnhyh huf hr“

uw xrocl rh 5or tfh CLTw tfh rubf t or schnyh to contunl h  
l yunb tfh F ormeroYl ct: or

uw rhxsach tfh  
F ormeroYl ct Butf a 5l nctunass“ hkl u0ashntJ non-

un5rnbunb xroYl ct.

Eghrcuyh o5 an“ o5 tfh aqo0h-7 hntuonhY oxtuony yf ass not cal yh l nYl h ql yunhyy unthrrl xtwn to tfh CITw or Yü7 unyf tfh unthnYhY qhnh5ty anY l yh o5 tfh F ormeroYl ct q“ tfh CITw l nYhr tf uy Contract.

## APTICUE 2”

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Qnshyy otf hrBuyh hgh7 xtJ tf uy Contract uy yl q’het to tfh axxscaqsh non-Yücrü7 unatuonJhkl as qhnh5tyJhkl ash7 xso“7 hnt xractuchyJanYa55ur7 atu0h actwn xrobra7 xro0uywony un UAAC Wictwn 1”.%ht yhk.Jay a7 hnYhY 5ro7 tu7 h to tu7 h.

- A. CONWQUTANT yf ass co7 xs“ Butf tfh axxscaqsh non-Yücrü7 unatuon anYa55ur7 atu0h actwn xro0uywony o5 tfh saBy o5 tfh QnuthY Wathy o5 A7 hrcaJ tfh Wath o5 CasforniaJ anY CITw. In xhr5or7 unb tf uy ContractJ CONWQUTANT yf ass not Yücrü7 unath un an“ o5 ty furunb or h7 xso“7 hnt xractuchy abaunyt an“ h7 xso“hh or axxscaant 5or h7 xso“7 hnt qhcal yh o5 yl cf xhryon3y rachJ cosorJ rhasbunJ natwnas orubnJ anchytr“J yhgJ yhgl as oruhntatuonJ blnYhrJ blnYhr üMhtu“J abhJ Yüaqust“J Yo7 hytuc xartnhr ytatl yJ 7 arutas ytatl y or 7 hYucas conYtuon.
- G. Tfh rhkl urh7 hnty o5 Wictwn 1”.%2.1 o5 tfh UAACJ tfh Ekl as Ghnh5ty OrYunanchJ anY tfh xro0uywony o5 Wictwn 1”.%2.1p5v arh uncorxorathYanY7 aYh a xart o5 tf uy Contract q“ rh5hrhnh.

C. Tfh xro0uywony o5 Wictwn 1”.%2 o5 tfh UAAC arh uncorxorathY anY 7 aYh a xart o5 tf uy Contract q“ rh5hrhnh anYBuss qh moBn ay tfh j Ekl as E7 xso“7 hnt eactuchy; xro0uywony o5 tf uy Contract.

D. Tfh xro0uywony o5 Wictwn 1”.%4 o5 tfh UAAC arh uncorxorathY anY 7 aYh a xart o5 tf uy Contract q“ rh5hrhnh anYBuss qh moBn ay tfh j A55ur7 atu0h Actwn erobra7 ; xro0uywony o5 tf uy Contract.

An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hYl nYhr tf uy Contract 7 l yt uncl Yh an üMhtucas xro0uywony

## APTICUE 21

### **BUSINESS INCLUSION PROGRAM**

CONWQUTANT abrhhy anY oqsabathy tyhs5 to l tus8h tfh yhr0uchy o5 Minoru“ Gl yunhyy Enthrxryh pMGEvJF o7 hn Gl yunhyy Enthrxryh pF GEvJ



Wqconyl stant o5 CONWQUTANT yfass not conytul th a I orch Ma'hl rh E0hntJl nshyy tfh Yhsa“ or 5ausl rh aruhy ol t o5 cal yhy qh“onYtfh controso5 qotf CONWQUTANT anY Wqconyl stantJ anY Butfol t an“ 5al st or nhbsbhnch o5 hutfhr o5 tfh7 . In yl cf cayhJ CONWQUTANT yfass not qh saqsh 5or tfh Yhsa“ or 5ausl rh to xhr5or7 Jlnshyy tfh booYy or yhr0uchy to qh 5l rnyfhY q“ tfh Wqconyl stant Bhrh oqtaunaqsh 5ro7 otfhr yol rchy un yl 55uht tu7 h to xhr7 ut CONWQUTANT to xhr5or7 tu7 hs“. Ayl yhYun tfuy ContractJtfh thr7 ' Wqconyl stant' 7 hany a yl qconyl stant at an“ thr.

In tfh h0hnt CONWQUTANT3WYhsa“ or 5ausl rh to xhr5or7 aruhy ol t o5 a I orch Ma'hl rh E0hntJ CONWQUTANT abrhhy to l yh co7 7 hrcuass“ rhayonaqsh qhyt h55orty to oqtaun tfh booYy or yhr0uchy 5ro7 otfhr yol rchyJ anY to otfhrBuyh 7 utbath tfh Ya7 abhy anY rhYl ch tfh Yhsa“ cal yhYq“ tfh I orch Ma'hl rh E0hnt.

#### APTICUE 2z

#### **SEVERABILITY**

Wol sY an“ xortuon o5 tfuy Contract qh Yhthr7 unhY to qh 0ouY or l nhn5orchaqshJ yl cf yfass qh yh0hrhY 5ro7 tfh Bfosh anYtfh Contract Buss contunl hay 7 oYf6hY.

#### APTICUE 24

#### **DISPUTES**

Wol sYa Yuxl th or contro0hry“ aruhy conchrnunb xro0uyony o5 tfuy Contract or tfh xhr5or7 anch o5 Bormfhrhl nYhrJtfh xartuhy 7 a“ hshet to yl q7 ut yl cf to a col rt o5 co7 xhthnt 'l ruyYictuon.

#### APTICUE 2/

#### **ENTIRE CONTRACT**

Tfuy Contract yhty 5ortf ass o5 tfh rubf ty anY Yl tuhy o5 tfh xartuhy Butf rhyxhet to tfh yl q'het 7 atthr fhrho5J anY rhxsachy an“ anY ass xrh0uol y Contracty or l nYhrytanYunbyJBfhtfhr Brutthn or orasJrhsatunb tfhrhto. Tfuy Contract 7 a“ qh a7 hnYhYons“ ay xro0uYhY 5or un Artucsh l/ fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf xart“5 xhr5or7 anch fhrhl nYhr yfass co7 xs“ Butf ass axxscaqsh saBy o5 tfh QnuthY Wathy o5 A7 hrucAJ tfh Wath o5 CasuornuaJ anY tfh CITwJ uncsl Yunb ql t not su7 utuY toJ saBy rhbarYunb fhastf anY ya5ht“J saqor anY h7 xso“7 hntJ Babh anY fol ry anY suchnyunb saBy Bfucf a55hct h7 xso“hhy. Tfuy Contract yfass qh hn5orchY anY unthrxrhthYl nYhr tfh saBy o5 tfh Wath o5 Casuornua Butfol t rhbarY to con5uct o5 saB xruncuxshy. CONWQUTANT yfass co7 xs“ Butf nhBJ a7 hnYhYJ or rh0uyhY saByJ rhbl satuonyJ anYKor xrochYl rhytfat axxs“ to tfh xhr5or7 anch o5 tfuy Contract.



In an“ actiun aruynb ol t o5 tfuy ContractJ CONWQUTANT conyhnty to xhryonas ’l ruyYuctuonJ anY abrhhy to qrunb ass yl cf actuonyJ hgesl yu0hs“ un ytath or 5hYhras col rty socathYun Uoy Anbhshy

L5 an“ xartJ thr7 or xro0uyun o5 tfuy Contract uy fhsY 0ouYJ usshbasJ lnhn5orchaqshJ or un con5uct Butf an“ saB o5 a 5hYhrasJ ytath or socas bo0hrn7 hnt fa0unb ’l ruyYuctuon o0hr tfuy ContractJ tfh 0asuYt“ o5 tfh rh7 aunub xartyJ thr7 y or xro0uyuny o5 tfh Contract yf ass not qh a55hethY tfhrhq“.

## APTICUE 2)

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 axxscaqshJ CONWQUTANT rhxrhyhnty tf at u fay oqtaunhY anY xrhynhnts“ fosYy tfh Gl yunhy Tag Phbuytraton Chrtufcathypv rhkl urhY q“ tfh CLTw\$W Gl yunhy Tag OrYnanchJ Wictuon 21.”” *et seq.* o5 tfh Uoy Anbhshy MI nucxas CoYh. I or tfh thr7 co0hrhY q“ tfuy ContractJ CONWQUTANT yf ass 7 auntaunJ or oqtaun ay nhchyyar“J ass yl cf Chrtufcathy rhkl urhY o5 ut l nYhr tfh Gl yunhy Tag OrYnanchJ anY yf ass not assoB an“ yl cf Chrtufcath to qh rh0onhY or yl yxhnYhY.

## APTICUE 2%

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

L5 axxscaqshJ CONWQUTANT rhxrhyhnty tf at u fay oqtaunhY anY xrhynhnts“ fosYy tfh Gl yunhy Tag Phbuytraton Chrtufcathypv rhkl urhY q“ tfh CLTw\$W Gl yunhy Tag OrYnanchJ Wictuon 21.”” *et seq.* o5 tfh Uoy Anbhshy MI nucxas CoYh. I or tfh thr7 co0hrhY q“ tfuy ContractJ CONWQUTANT yf ass 7 auntaunJ or oqtaun ay nhchyyar“J ass yl cf Chrtufcathy rhkl urhY o5 ut l nYhr tfh Gl yunhy Tag OrYnanchJ anY yf ass not assoB an“ yl cf Chrtufcath to qh rh0onhY or yl yxhnYhY.

## APTICUE 2%~~9~~

### **BONDS**

Ass qonYy rhkl urhY q“ CLTw yf ass qh 5shY Butf tfh O55ch o5 tfh Cu“ AY7 unytratu0h O55chrJP ymManabh7 hnt 5or uty rh0uhB anY acchxtanch un accorYanch Butf Uoy Anbhshy AY7 unytratu0h CoYh p UAAC; v Wictuony 11.4) ht yhk.Jay a7 hnYhY 5ro7 tu7 h to tu7 h.

## APTICUE 29z”

### **CHILD SUPPORT ASSIGNMENT ORDERS**

Tfuy Contract uy yl q’het to tfh CfusYW xxort Ayyibn7 hnt OrYhry OrYnanchJ Wictuon 1”.1” o5 tfh Uoy Anbhshy AY7 unytratu0h CoYhJ ay a7 hnYhY 5ro7 tu7 h to tu7 h. CONWQUTANT uy rhkl urhY to co7 xssth a Chrtufcaturon o5 Co7 xsanch Butf CfusY W xxort Oqsbatuony Bfuf uy attacfhY fhrhto ay

**Exhibit E** anYuncorxorathYfhrhun q“ tfuy rh5hrhnh. el ryl ant to tfh CfusY Wxxort Ayyubn7 hnt OrYhry OrYnanchJ CONWQUTANT Buss 5l ss“ co7 xs“ Butf ass axxscaqsh ytath anY5hYhras h7 xso“7 hnt rhxortunb rhkl urh7 hnty 5or CONWQUTANT3Wh7 xso“hhy. CONWQUTANT yf ass asyo chrtu5“ plv tfat tfh xruncukas oBnhrrpyv o5 CONWQUTANT uy parhv un co7 xsunch Butf an“ F abh anY Earnunby Ayyubn7 hnt OrYhry anY Notuchy o5 Ayyubn7 hnt axxscaqsh to tfh7 xhryonass“: p2v tfat CONWQUTANT Buss 5l ss“ co7 xs“ Butf ass saB5l ss“ yhr0hYF abh anY Earnunby Ayyubn7 hnt OrYhry anY Notuchy o5 Ayyubn7 hnt un accorYanch Butf Wictuon / 2z”J et seq. o5 tfh Casuornua I a7 us“ CoYh: anY p2v tfat CONWQUTANT Buss 7 auntaun yl cf co7 xsunch tfrol bf ol t tfh thr7 o5 tfuy Contract.

el ryl ant to Wictuon 1”.1”pqv o5 tfh Uoy Anbhshy AY7 unytratu0h CoYhJ 5ausl rh o5 CONWQUTANT to co7 xs“ Butf ass axxscaqsh rhxortunb rhkl urh7 hnty or to u7 xsh7 hnt saB5l ss“ yhr0hY F abh anY Earnunby Ayyubn7 hnt OrYhry anY Notuchy o5 Ayyubn7 hntJ or tfh 5ausl rh o5 an“ xruncukas oBnhrrpyv o5 CONWQUTANT to co7 xs“ Butf an“ F abh anY Earnunby Ayyubn7 hnt OrYhry or Notuchy o5 Ayyubn7 hnt axxscaqsh to tfh7 xhryonass“J yf ass conytul th a Yh5al st q“ tfh CONWQUTANT l nYhr tfuy ContractJ yl q’hetunb tfuy Contract to thr7 unatuon u5 yl cf Yh5al st yf ass contunl h 5or 7 orh tfan nunht“ p9”v Ya“y a5thr notuch o5 yl cf Yh5al st to CONWQUTANT q“ tfh CITw.

An“ yl qcontract hnthrhY unto q“ CONWQUTANTJ to tfh hgthnt assoBhY fhrhl nYhrJ yf ass uncl Yh a sunh xro0uyun 5or Bormto qh xhr5or7 hY l nYhr tfuy Contract. I ausl rh o5 CONWQUTANT to oqtaun co7 xsunch o5 uy yl qconyl stanty yf ass conytul th a Yh5al st q“ CONWQUTANT l nYhr tfuy ContractJ yl q’hetunb tfuy Contract to thr7 unatuon Bfhrh yl cf Yh5al st yf ass contunl h 5or 7 orh tfan nunht“ p9”v Ya“y a5thr notuch o5 yl cf Yh5al st to CONWQUTANT q“ tfh CITw.

CONWQUTANT chrtu5hy tfatJ to tfh qhyt o5 uy moBshYbhJ ut uy 5l ss“ co7 xs“unb Butf tfh Earnunby Ayyubn7 hnt OrYhry o5 ass h7 xso“hhyJ anY uy xro0uYunb tfh na7 hy o5 ass nhB h7 xso“hhy to tfh NhB i urh Phbuytr“ 7 auntaunhY q“ tfh E7 xso“7 hnt Dh0hsox7 hnt Dhxart7 hnt ay yht 5ortf un Wictuon ) 11”pqv o5 tfh Casuornua el qsur Contract CoYh.

## LIVING WAGE ORDINANCE

CONWQUTANT yf ass co7 xs“ Butf tfh Uu0unb F abh OrYnanchJ UAAC Wictuon 1”.z) ht yhk.J ay a7 hnYhY 5ro7 tu7 h to tu7 h. CONWQUTANT 5l rtfhr abrhhy tfat ut yf ass co7 xs“ Butf 5hYhras saB xroyeruqunb rhtasatuon 5or l nuon orbanu8unb. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hY l nYhr tfuy Contract 7 l yt uncl Yh an uMhtucas

xro0uywɔn.

## APTICUE z1z

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONWQUTANT yf ass co7 xs“ Butf tfh WɁr0uch Contractor F ornɁr Phthntwɔn OrYɁnanchJ UAAC WɁctwɔn 1” .z6 ht yhk.J ay a7 hnYhY 5ro7 tɁ7 h to tɁ7 h. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Bormto qh xhr5or7 hYl nYhr tf uy Contract 7 l yt uncsl Yh an uMhtucas xro0uywɔn.

## APTICUE z2z

### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhxrhyhnty anYchrtu5hy tf at"

- A. CONWQUTANT yf ass co7 xs“ Butf tfh A7 hrucany Butf DɁyaqustɁhy ActJaya7 hnYhYJ42 Q.WC. WɁctwɔn 121” 1 ht yhk.Jtfh Phf aqustatwɔn Act o5 19) zJ ay a7 hnYhYJ 29 Q.WC. WɁctwɔn )” 1 ht yhk.J tfh I ar i ol yunb ActJ anYuty u7 xsh7 hntunb rhbl satwɔny anY an“ yl qyhkl hnt a7 hnY7 hntyJ anY CasɁɁornua Vo0hrn7 hnt CoYh WɁctwɔn 111z/ :
- G. CONWQUTANT yf ass not YɁycru7 unath on tfh qayɁy o5 YɁyaqust“ or on tfh qayɁy o5 a xhryon3y rhsatwɔnyfɁk toJ or ayyocuatwɔn Butf J a xhryon Bfo fay a YɁyaqust“:
- C. CONWQUTANT yf ass xro0uMh rhayonaqsh acco7 7 oYatwɔn l xon rhkl hyt to hnyl rh hkl as acchyy to CILw-5l nYhY xrobra7 yJ yhr0uchy anY actu0uthy:
- D. Conytrl ctwɔn Buss qh xhr5or7 hY un accorYanch Butf tfh Qnu5or7 I hYhras Acchyyuqst“ WanYarYy pQI A WJ 24 C.I .P. eart 4”: anY
- E. Tfh ql uYɁnby anY 5acustɁhy l yhY to xro0uMh yhr0uchy l nYhr tf uy Contract arh un co7 xsanch Butf tfh 5hYhras anY ytath ytanYarYy 5or acchyyuqst“ ay yht 5ortf un tfh 2” 1” ADA WanYarYyJ CasɁɁornua Tutsh 24JCf axthr 11J or otf hr axxsɁaqsh 5hYhras anY ytath saB.

CONWQUTANT l nYhrytanYy tf at CILw uy rhs“ unb l xon tf hyh chrtu5catwɔny anY rhxrhyhntatwɔny aya conYtɁwɔn to 5l nYunb tf uy Contract. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hY l nYhr tf uy Contract 7 l yt uncsl Yh an uMhtucas xro0uywɔn.

## APTICUE z4z

### **WAIVER**

A Bau0hr o5 a Yh5al st o5 an“ xartJ thr7 or xro0uywɔn o5 tf uy Contract yf ass not qh conytrl hY aya Bau0hr o5 an“ yl cchhYunb Yh5al st or aya Bau0hr o5 tf h xartJ thr7 or xro0uywɔn utyhs5. A xart“ 3y xhr5or7 anch a5thr tf h otf hr xart“ 3y Yh5al st yf ass not qh conytrl hY aya Bau0hr o5 tf at Yh5al st.

#### ARTICLE 4

### PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR shall not assign or delegate its rights or obligations under this Contract without the written consent of the Owner.

Any assignment or delegation of the Contractor's obligations under this Contract without the written consent of the Owner shall be null and void.

The Contractor shall not subcontract or assign any part of its obligations under this Contract.

#### ARTICLE 6

### PERMITS

CONTRACTOR shall be responsible for obtaining all necessary permits for the performance of the work under this Contract. The Contractor shall provide all required information to the permitting authority and shall be responsible for the cost of the permits. The Contractor shall maintain all permits in full force and effect throughout the term of the Contract.

#### ARTICLE 6

### CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall be responsible for the payment of all labor and materials used in the performance of the work under this Contract. The Contractor shall maintain accurate records of all labor and materials used and shall be responsible for the cost of the labor and materials. The Contractor shall be responsible for the payment of all taxes and fees associated with the labor and materials.

#### ARTICLE 7

### BEST TERMS

The Contractor shall be responsible for the payment of all labor and materials used in the performance of the work under this Contract. The Contractor shall maintain accurate records of all labor and materials used and shall be responsible for the cost of the labor and materials. The Contractor shall be responsible for the payment of all taxes and fees associated with the labor and materials.

#### ARTICLE 9

### CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall be responsible for the payment of all labor and materials used in the performance of the work under this Contract. The Contractor shall maintain accurate records of all labor and materials used and shall be responsible for the cost of the labor and materials. The Contractor shall be responsible for the payment of all taxes and fees associated with the labor and materials.

#### ARTICLE 10

### BREACH

Egchxt 5or hgcl yaqsh Yhsa“y ay YhycruqhYun **Article 22**Ju5 an“ xart“ 5ausy to xhr5or7 Jun Bfosh or un xartJan“ xro7 yhj co0hnantJ or abrh7 hnt yht 5ortf fhrhunJ or yf ol sY an“ rhxrhyhntatwn 7 aYh q“ ut qh l ntrl hJ an“ abbruh0hY xart“ 7 a“ a0aus tyhs5 o5 ass rubf ty anY rh7 hYhyJ at saB or hkl ut“J un tfh col rty o5 saB. WuYrubf ty anY rh7 hYhy arh cl 7 l satu0h o5 tf oyh xro0uYhY 5or fhrhun hgchxt tf at un no h0hnt yf ass an“ xart“ rhco0hr 7 orh tf an onchJyl 55hr a xhnast“ or 5or5hutl rhJ or qh l n'l yts“ co7 xhnyathY.

#### APTICUE 414”

#### **SLAVERY DISCLOSURE ORDINANCE**

CONWQUTANT yf ass co7 xs“ Butf tfh Wa0hr“ Dycsoyl rh OrYunanchJ UAAC Wictwn 1”.41 ht yhk.J ay a7 hnYhY 5ro7 tu7 h to tu7 h. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hY l nYhr tf uy Contract 7 l yt uncl Yh an uYhntucas xro0uywn.

#### APTICUE 4241

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Qnshyy ot fhrBuyh gh7 xtJu5 tf uy Contract uy 0asl hYat \_1””J””” or 7 orh anY rhkl urhy axxro0as q“ an hshethY CLTw o55uchJ CONWQUTANTJ CONWQUTANT3W xruncukasyJ anY CONWQUTANT3W Wqconyl stanty hgxxhethY to rhchu0h at shayt \_1””J””” 5or xhr5or7 anch l nYhr tf h ContractJ anY tfh xruncukasy o5 tf oyh Wqconyl stanty ptfh j PhyruthY ehryony; v yf ass co7 xs“ Butf Cf arthr Wictwn 4)”pcvpl2v anY UAMC Wictwn 49.).z/. I aul rh to co7 xs“ hntutshy CLTw to thr7 unath tf uy Contract anY to xl ryl h ass a0ausaqsh shbas rh7 hYhy. Cf arthr Wictwn 4)”pcvpl2v anY UAMC Wictwn 49.).z/ su7 ut tfh aqust“ o5 tfh PhyruthY ehryony to 7 anh ca7 xaubn contruql tuony to anY hnbabh un 5l nYrauyunb 5or chrtaun hshethY CLTw o55ucasy or canYuYathy 5or hshethY CLTw o55uch 5or tBhs0h 7 ontf ya5thr tf uy Contract uy yubnhY. AYYitwnass“J a CONWQUTANT yl q’het to Cf arthr Wictwn 4)”pcvpl2v uy rhkl urhY to co7 xs“ Butf Yucsoyl rh rhkl urh7 hnty q“ yl q7 utunb a co7 xshthY anY yubnhY Etf ucy Co7 7 uywn I or7 // anY to a7 hnY tfh un5or7 atwn un tfat 5or7 ay yxheubhY q“ saB. An“ CONWQUTANT yl q’het to Cf arthr Wictwn 4)”pcvpl2v yf ass uncl Yh tfh 5ossoBunb notuch un an“ contract Butf an“ Wqconyl stant hgxxhethY to rhchu0h at shayt \_1””J””” 5or xhr5or7 anch l nYhr tf uy Contract"

jNotuch PhbarYunb Phyructuony on Ca7 xaubn Contruql tuony anY I l nYrauyunb un Cu“ Eshetuony wol arh a yl qconyl stant on Cu“ o5 Uoy Anbhshy Contract &dddddddddddddd. el ryl ant to tfh Cu“ o5 Uoy Anbhshy Cf arthr Wictwn 4)”pcvpl2v anY rhsathY orYunanchJ “ol anY “ol r xruncukasy arh xrof uqthY 5ro7 7 amnb ca7 xaubn contruql tuony to anY 5l nYrauyunb 5or chrtaun hshethY Cu“ o5 Uoy Anbhshy pj CLTw; v o55ucasy anY canYuYathy 5or hshethY CLTw o55uch 5or tBhs0h 7 ontf ya5thr tf h CLTw contract uy yubnhY. wol arh rhkl urhY

to xro0uYh tfh na7 hy anY contact un5or7 atun o5 “ol r xruncasy to tfh CONWQUTANT anYto a7 hnYtfat un5or7 atun Butf un thn ql yunhy Ya“y u6 ut cfanbhy Yl runb tfh tBhs0h 7 ontf tu7 h xhruY. I aul rh to co7 xs“ 7 a“ rhyt st un thr7 unatun o5tfuy Contract anYan“ otf hr a0ausaqsh sbas rh7 hYyhy. In5or7 atun aqol t tfh rhytructuony 7 a“ qh 5ol nY onsnh at htfuy.sacu“.orb or q“ cassnb tfh Uoy Anbhshy Cu“ Etfuy Co7 7 uywon at p21zv9)%196”.;

#### APTICUE 4z42

#### FIRST SOURCE HIRING ORDINANCE

CONWQUTANT yf ass co7 xs“ Butf tfh I uryt W6l rch i urunb OrYunanchJ UAAC Wictuon 1”44 ht yhk.J ay a7 hnYhY 5ro7 tu7 h to tu7 h. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hY l nYhr tfuy Contract 7 l yt uncsl Yh an uYhntuac xro0uywon.

#### APTICUE 444z

#### IRAN CONTRACTING ACT

In accorYanch Butf Cast6ornua el qst Contract CoYh Wictuony 22””-22”% ass quYyhy yl q7 utunb xroxoyasy 5orJ hnthrunb untoJ or rhnhBunb contracty Butf tfh Cu“ o5Uoy Anbhshy 5or booYanYyhr0uchyhytu7 athYat \_1J”””J””” or 7 orh arh rhkl urhY to co7 xsthJ ybnJ anY yl q7 ut tfh j Iran Contractunb Act o52”1” Co7 xsanch A55uYa0ut; **Exhibit L**.

**Commented [MT1]:** Oribunas contract Yy not s4t an Egrfuqt U. NhhY to fa0h conyl stanty co7 xsth tfh a55uYa0u t6 tf hr“ fa0hn3 asrhaY“ Yonh yo.

#### APTICUE 4/44

#### SUSPENSION

At CITw3Wyosh YyrcrhtuonJCITw 7 a“ yl yxhnYan“ or ass yhr0uchy xro0uYhY l nYhr tfuy Contract q“ xro0uYnb CONWQUTANT Butf Brutthn notuch o5 yl yxhnyuon. Qxon rhchuxt o5tfh notuch o5yl yxhnyuonJCONWQUTANT yf ass u7 7 hYuaths“ chayh tfh yhr0uchy yl yxhnYhYanYyf ass not uncl r an“ aYYutuonas oqsbatuonyl coyty or hgxnhyhy to CITw l ntus CITw bu0hy Brutthn notuch to rhco7 7 hnch tfh yhr0uchy.

#### APTICUE 464/

#### DATA PROTECTION

A. CONWQUTANT yf ass xrothctJ l yunb tfh 7 oyt yhel rh 7 hany anY thefnosob“ tfat uy co7 7 hrcuass“ a0ausaqshJ CITw-xro0uYhY Yata or conyl 7 hr-xro0uYhY Yata ackl urhY un tfh col ryh anY ycoxh o5 tfuy ContractJ uncsl Ynb ql t not su7 thY to cl yto7 hr suty anY cl yto7 hr crhYt carY or conyl 7 hr YataJ psshtu0hs“J tfh j Cu“ Data; v. CONWQUTANT yf ass notu6“ CITw un Brutnb ay yoon ay rhayonaqs“ ShayuqshJ anY un an“ h0hnt Butfun tBhnt“-5ol r fol ryJ o5 CONWQUTANT3W Yyco0hr“ or rhayonaqsh qhsuh5 o5 an“ l nal tforu8hY acchyy o5 Cu“ Data pa jData Grhacf; vJ or o5 an“ uncuYhnt a55hctunbJor xothntuass“ a55hctunb Cu“ Data rhsathYto c“ qhr yhel ru“ pa j Wicl ru“ IncuYhnt; vJ uncsl YnbJql t not su7 thYtoJYhnuas o5 yhr0uch attacnJ anYy“yth7 ol tabhJ unytaquist“ or YhbraYatuon Yl h to co7 xl thr 7 asBarh or 0url y. CONWQUTANT yf ass qhbun



rh7 hYatwōn ū7 7 hYaths“. CONWQUTANT yf ass xro0uMh Yaus“ l xYathyJor 7 orh 5rhkl hnts“ ūrhkl urhYq“ CITwJrhbarYūnb 5ūnYūnbY anY actūony xhr5or7 hYq“ CONWQUTANT l ntus tfh Data Grhacf or Wicl rut“ IncūMhnt fay qhhn h55hctū0hs“ rhyos0hY to CITw3W yatū5actūon. CONWQUTANT yf ass conYl et an un0hytbatūon o5 tfh Data Grhacf or Wicl rut“ IncūMhnt anY yf ass yf arh tfh rhxort o5 tfh un0hytbatūon Butf CITw. At CITw3Wyosh YūcrhtūonJ CITw anY uty al tforū8hY abhnty yf ass fa0h tfh rubft to shaY or xartūcūath un tfh un0hytbatūon. CONWQUTANT yf ass cooxhrath 5l ss“ Butf CITwJ uty abhnty anY sūB hn5orch7 hnt.

- G. I5 CITw ūy yl q’het to saqūsu“ 5or an“ Data Grhacf or Wicl rut“ IncūMhntJ tfhn CONWQUTANT yf ass 5l ss“ unYh7 nū5“ anY fosY far7 shyy CITw anY Yh5hnYabaūyt an“ rhyl stūnb actūony.

#### ARTICLE 46

### **CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONWQUTANT yf ass co7 xs“ Butf tfh Cū“ Contractory3 Qyh o5 Cru7 unas i ūtor“ 5or ConyūMhratūon o5 E7 xso“7 hnt Axxsūatūony OrYūnanchJ UAAC Wictūon 1”.4%ht yhk.J ay a7 hnYhY 5ro7 tū7 h to tū7 h. An“ yl qcontract hnthrhY unto q“ CONWQUTANT 5or Borm to qh xhr5or7 hY l nYhr tf ūy Contract 7 l yt uncl Yh an ūMhntūcas xro0ūyōn.

#### ARTICLE 44

### **LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotButf ytanYūnb an“ otf hr xro0ūyōn o5 tf ūy ContractJ uncl Yūnb an“ hgfuqūy or attacf 7 hnty uncorxorathY tf hrhūnJ anY un orYhr 5or CITw to co7 xs“ Butf ūy bo0hrnūnb shbas rhkl urh7 hntyJ CITw yf ass fa0h no oqsbatūon to 7 anh an“ xa“7 hnty to CONWQUTANT l nshyy CITw yf ass fa0h 5ūryt 7 aYh an axroxruatūon o5 5l nYy hkl as to or un hgchyy o5 ūy oqsbatūon to 7 anh an“ xa“7 hnty ay xro0ūhY un tf ūy Contract. CONWQUTANT abrhhy tf at an“ yhr0ūchy xro0ūhYq“ CONWQUTANTJ xl ref ayhy 7 aYh q“ CONWQUTANT or hgxnhyhy uncl rrhYq“ CONWQUTANT un hgchyy o5 tfh axroxruatūonpyv yf ass qh 5rh anY Butf ol t cf arbh to CITw anY CITw yf ass fa0h no oqsbatūon to xa“ 5or tfh yhr0ūchyJ xl ref ayhy or hgxnhyhy. CONWQUTANT yf ass fa0h no oqsbatūon to xro0ūh an“ yhr0ūchyJ xro0ūh an“ hkl ū7 hnt or uncl r an“ hgxnhyhy un hgchyy o5 tfh axroxruathY a7 ol ntpv l ntus CITw axroxruathy aYūtuōnas 5l nYy 5or tf ūy Contract.

#### ARTICLE 494

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

CONWQUTANT yf ass co7 xs“ Butf assūMhntū“ tfh 5 sūBy uncl Yūnb Butf ol t sū7 utatūonJ sūBy rhsathY to" pl v xa“7 hnt Yh0ūchy: p2v crhYū anY Yhqut carY

5ral Y: anY pzvtfh I aur anY Accel rath CrhYt Tranyactuny Act pj I ACTA; vJ uncsl Ynb uty rhkl urh7 hnt rhsatnb to tfh conthnt o5 tranyactun rhchuxty xro0uYhY to Cl yto7 hry. CONWQUTANT asyo yfass co7 xs“ Butf ass rhkl urh7 hnty rhsathY to 7 auntaunb co7 xsanch Butf ea“7 hnt CarY InYl ytr“ Data Whcl rut“ WanYarYy pj eCLDWWv. Dl runb tfh xhr5or7 anch o5 an“ yhr0uch to unytassJ xrobra7 or l xYath xa“7 hnt Yh0uchy hkl uxhY to conYl ct crhYt or Yhqut carY tranyactunyJ uncsl Ynb eCL DWW yhr0uchyJ CONWQUTANT yfass 0hrb“ xroxhr trl ncaton o5 rhchuxty un co7 xsanch Butf I ACTA.

## ARTICLE 49

### COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

Castornia el qsc Phyl rchy CoYh Whctun / 164 xrofuyty a xl qsc abhnc“ 5ro7 furunb a xhryon 5or h7 xso“7 hnt or ay a 0osl nthhr to xhr5or7 yhr0uchy at an“ xarmJ xsa“brol nYJor co7 7 l nut“ chnthr l yhY5or rhcrhatunasxl rxoyhy un a xoytun tfat fay yl xhr0uyor“ or Yucxsunar“ al tforut“ o0hr an“ 7 unorJ u5tfh xhryon fay qhhn con0ucthYo5 chrtaun cru7 hy ay rh5hrhchYun tfh ehnas CoYhJ anY artucl sathY un Castornia el qsc Phyl rchy CoYh Whctun / 164pav2v.

I5 axxscaqshJ CONWQUTANT yfass co7 xs“ Butf Castornia el qsc Phyl rchy CoYh Whctun / 164JanY/ 164JanY yfass aYyutunass“ aYfhrh to ass rl shy anY rhbl satuny tfat fa0h qhhn aYoxthY or tfat 7 a“ qh aYoxthY q“ CITw. CONWQUTANT uy rhkl urhY to fa0h ass h7 xso“hhyJ 0osl nthhry anY Wqconyl stanty pncsl Ynb ass h7 xso“hhy anY 0osl nthhry o5 an“ Wqconyl stantv o5 CONWQUTANT Bormnb on xrh7 uhy to xayy a 5unbhrxrunt anY qacnbrol nY cfhemtfrol bf tfh Castornia Dhcart7 hnt o5 (l ytuch at CONWQUTANT3Wyosh hgxnhyJ unYcatunb tfat yl cf unY0uYl asy fa0h nh0hr qhhn con0ucthYo5 chrtaun cru7 hy ay rh5hrhchYun tfh ehnas CoYh anY artucl sathY un Castornia el qsc Phyl rchy CoYh Whctun / 164pav2vJ u5 tfh unY0uYl as Buss fa0h yl xhr0uyor“ or Yucxsunar“ al tforut“ o0hr an“ 7 unor.

## ARTICLE 41

### POSSESSORY INTERESTS TAX

Pubfty branthY to CONWQUTANT q“ CITw 7 a“ crhath a xoyhyor“ unthrhyt. CONWQUTANT abrhhy tfat an“ xoyhyor“ unthrhyt crhathY 7 a“ qh yl q’het to Castornia Ph0hnl h anY Tagatun CoYh Whctun 1”).6 anYa xroxhrt“ tag 7 a“ qh sh0uhY on tfat xoyhyor“ unthrhyt. I5 axxscaqshJ CONWQUTANT yfass xa“ tfh xroxhrt“ tag. CONWQUTANT acmoBshYbhy tfat tfh notuch rhkl urhY l nYhr Castornia Ph0hnl h anY Tagatun CoYh Whctun 1”).6 fay qhhn xro0uYhY.

## ARTICLE 21

### CONFIDENTIALITY

Ass Yoel 7 hntuJ un5or7 atun anY7 athruasy xro0uMhYto CONWQUTANT q“ CLTw or Yh0hsoxhY q“ CONWQUTANT xl ryl ant to tfuy Contract pcoshtu0hs“ j Con5uMhtuas In5or7 atun; varh con5uMhtuas. CONWQUTANT yfass not xro0uMh or Yucsoyh an“ Con5uMhtuas In5or7 atun or tfhr conthnty or an“ un5or7 atun tfhrhunJ hutfhr orass“ or un BrutunbJ to an“ xhryon or hntu“ Jhgchxt ay al tforu8hYq“ CLTw or ayrhkl urhYq“ saB. CONWQUTANT yfass u7 7 hYuaths“ notuB“ CLTw o5 an“ atth7 xt q“ a tfuYxart“ to oqtaun acchyy to an“ Con5uMhtuas In5or7 atun. TfuY xro0uyun Buss yl r0u0h hgxuraton or thr7 unaton o5tfuy Contract.

APTICUE 1-z/ 2

## DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Qnshyy otfhrBuyh hgh7 xt un accorYanch Butf tfh xro0uyuny o5 tfuy OrYnanchJ tfuy Contract uy yl q’het to tfh Duysoyl rh o5 GorYhr F ass Contractunb OrYnanchJ Wctun 1”./” o5 tfh Uoy Anbhshy AY7 unytratu0h CoYhJay 7 a“ qh a7 hnYhY5ro7 tu7 h to tu7 h. CONWQUTANT chrufhy tfat u fay co7 xshYButf tfh axxscaqsh xro0uyuny o5tfuy OrYnanch. I aul rh to 5 ss“ anYaccl raths“ co7 xshth tfh a55uYa0ut 7 a“ rhyl st un thr7 unaton o5tfuy Contract.

APTICUE 1-4/ z

## COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134

E7 xso“hhy o5 Contractor anYKor xhryony Bormnb on uty qhf as5J uncl YunbJ ql t not su7 uhy toJ yl qcontractory pcoshtu0hs“J j Contractor ehryonnhs; v 7 l yt qh 5 ss“ 0accunathYabaunt tfh no0hs corona0url y2”19 pj COS ID-19; v xruor to plv unthtractunb un xhryon Butf Cu“ h7 xso“hhyJ contractoryJ or 0osl nthhryJ p2v Bormnb on Cu“ xroxhrt“ Bfush xhr5or7 unb yhr0uchy l nYhr tfuy Abrhh7 hntJ anYKor pzv co7 unb unto contact Butf tfh xl qsc Bfush xhr5or7 unb yhr0uchy l nYhr tfuy Abrhh7 hnt pcoshtu0hs“J j In-ehryon Wlr0uchy; v. j l l ss“ 0accunathY; 7 hany tfat 14 or 7 orh Ya“y fa0h xayyhY yunch Contractor ehryonnhs fay rhchu0hY tfh 5nas Yoyh o5 a tBo-Yoyh COS ID-19 0accunh yhrhy pMoYhrna or e 58hr-GuNThcfv or a yunbsh Yoyh o5 a onh-Yoyh COS ID-19 0accunh p(ofnyon H (ofnyonKanyhmv anY ass qooythr Yoyhy rhco7 7 hnYhY q“ tfh Chnthry 5or Duyhayh Contros anY erh0hntun. erur to ayybnunb Contractor ehryonnhs to xhr5or7 In-ehryon Wlr0uchyJ Contractor yfass oqtaun xroo5 tfat yl cf Contractor ehryonnhs fay qhhn 5 ss“ 0accunathY. Tfh contractor yfass rhtaun yl cf xroo5 5or tfh Yoel 7 hnt rhthtun xhrwYyht 5ortf un tfuy Abrhh7 hnt. Tfh contractor yfass brant 7 hYicas or rhsbuol y hgh7 xtuny to Contractor ehryonnhs ay rhkl urhY q“ saB.

EXCET AWEXePEWUw MODII IED fhrhunJtfh Contract hghcl thYon ddddddddddddddd  
rh7 anyl ncf anbhY.

IN F LTNEWWF i EPEOI Jtfh xartuy fhrhto fa0h hghcl thY tfuy A7 hnY7 hnt No. dddd on tfh  
Ya“ anY“har Brutthn qhsoB.

~~[CONSULTANT FIRM NAME]~~ STANTEC

By: Venu Kolli

Title: Vice President

Date:

CITY OF LOS ANGELES

By: Greg Good

Title: President, Board of Public Works

Date:

By:

Date:

ATTEST:

i OUUw U. F OUCOTT, Cuf“ Cshrm

By:

Date:

APPROVED AS TO FORM:

MICi AEUN. IEQEPJCuf“ Attornh“

By:

Title: Assistant City Attorney

Date:

AMENDMENT NO. 1

to

Contract No. C-129664

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE WASTE WATER TREATMENT PLANT

for the

CITY OF WASHINGTON

and

THE TETRA TECH

AMENDMENT NO. 1 TO CONTRACT NO. C-129664, I O P e P E - R Q A U I I E D O N - C A U U  
F A W T E F A T E P A N D E N S I P O N M E N T A U E N V I N E E P I N V W E P S I C E W G E T F E E N T d E  
C I T w O I U O W A N V E U E W A N D T E T P A T E C d .

T f H A s h n Y s h n t s o Y H i t f h C o n t r a c t h n c x t h Y o n u x J l 12, 241y, 0 h t B h n t f h C H o s  
U o i A n 7 h J h i b f h r h h a 5 h r r h Y t o a i g C I T w ( " a n Y T h t r a T h c f b f h r h h a 5 h r r h Y t o a i  
g C O N W Q U T A N T ( " .

## F I T N E W W E T d

F d E P E A W C I T w H i x h Y a P h " x h i t 5 o r R x a J l H a t h o n i b P I R " o n W h t h s 0 h r 29, 2416 5 o r  
) r o q c t s a n a 7 h s h n t , ) J a n n h 7 , Y h i H n a n Y c o n i t r x c t h o n s a n a 7 h s h n t 5 o r B a i t h B a t h r a n Y  
i t o r s B a t h r r h J a t h Y ) r o q c t i a n Y C O N W Q U T A N T i x o s H h Y a i t a t h s h n t o 5 " x a J l H a t h o n i , H  
r h i ) o n i h p a n Y

F d E P E A W C O N W Q U T A N T Y h s o n i t r a t h Y " x a J l H a t h o n i t o ) h r 5 o r s i a Y i h r j H h i a n Y  
B a i i h J h e t h Y O l C I T w i t a 5 5 0 a i h Y o n t f h h j a J a t h o n c r l h r h i h t 5 o r t f H t f h P I R p a n Y

F d E P E A W o n u x J l 12, 241y, C o n t r a c t N o . C - 129664 B a i a B a r Y h Y t o C O N W Q U T A N T ,  
t f h t h r s i o 5 B f H f B H J h m ) H h o n u x J l 11, 2422 p a n Y

F d E P E A W t f h C O N W Q U T A N T H c x r r h n t J l ) r o j H h 7 o n - c a J l B a i t h B a t h r a n Y  
h n j H o n s h n t a J h n 7 H h h r h 7 i h r j H h i 5 o r t f h j a r l o x i D h ) a r t s h n t o 5 e x 0 J H F o r ; i ) r o q c t i a n Y f a i  
t f h c a ) a c H l a n Y h m ) h r H h n c h Y ) h r i o n n h J t o ) r o j H h t f h r h " x H h Y i h r j H h i p a n Y

F d E P E A W t f h C I T w a n Y C O N W Q U T A N T f a j h a 7 r h h Y t o h n t h n Y t f h t h r s o 5 t f h C o n t r a c t  
O l v a Y Y H o n a J l h a r i t f r o x 7 f u x J l 11, 242y p a n Y

F d E P E A W t f h C I T w k W D h ) a r t s h n t o 5 e x 0 J H F o r ; i , G x r h a x o 5 E n 7 H h h r h 7 , b f h r h h a 5 h r  
r h 5 h r r h Y t o a i g G Q P E A Q ( " , H t f h e r o 7 r a s M a n a 7 h r a n Y o j h r i h h i t f h C O N W Q U T A N T k W  
) h r 5 o r s a n c h o 5 t f H C o n t r a c t p a n Y

N O F , T d E P E I O P E , H c o n i H h r a t h o n o 5 t f h 5 o r h 7 o h 7 a n Y o 5 t f h 0 h n h 5 H B f H f B H J  
a c c r x h t o t f h ) a r t H i f h r h t o H c a r r l H 7 o x t t f h c o n Y H o n i o 5 t f H A s h n Y s h n t N o . 1 , C o n t r a c t N o .  
C - 129664 H f h r h 0 l a s h n Y h Y a i 5 o J l o B i ' .

## A P T I C U E 1

## DEFINITIONS

No C f a n 7 h

## A P T I C U E 2

## PROJECT DESCRIPTION

A r t i c l e 2 H f h r h 0 l a s h n Y h Y H H h n t h l t l t o r h a Y a i 5 o J l o B i ' .

O n c h r t a H e x 0 J H F o r ; i ) r o q c t i , t f h G x r h a x o 5 E n 7 H h h r h 7 ) J a n i t o x t H H h  
c o n i x J a n t i t o ) r o j H h ) r o 7 r a s s a n a 7 h s h n t , ) r o q c t s a n a 7 h s h n t ,



)Jannh7, Yhi7n anY conitrxtion s ana7hs hnt 5or BaithBathr anY itors Bathr rhJathY)roqcti, ios htH hi on an hs hr7hnc1 0aiH, YxrH7 tfh coxrih o5a thn-l har )hrH7Y. Tfhhi hrj Hhi s al HcJxYh, 0xt arh not JH HhY to tfh oj hraJJ)Jannh7, Yhi7n anYconitrxtion s ana7hs hnt o5BaithBathr anY itors Bathr rhJathY)roqcti ixcf ai conj hl anch iliths i, a0aths hnt 5acHhhi, )xs )H7 )Janti, trhats hnt 5acHhhi, oYor controJ, rhcl cJhYzrhJah hY Bathr )roqcti anY otfhr BaithBathr anY itors Bathr 5acHhhi oBnhYor )JannhY0l tfh CLTw.

## APTICUE /

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

ArtHJh / H fhrh0l as hnYhYto aYYWiction /. / to rhaYai 5oJJoBi'

/. / Phthntion o5PhcorYi, AxYH anYPh) orti

CONTPACTOP ifaJJ s aHtaH aJJ rhcorYi, HcJxYH7 rhcorYi o5 5hancHJ traniactHni, )hrtaHh7 to tfh )hr5ors anch o5tfH Contract, H tfhH orH7HhAJ 5ors or ai otfhrBHh a))roj hY0l CLTw. Tfhhi rhcorYi ifaJJ 0h rhtaHhY 5or a )hrH7Y o5no Jhi i tfan tfrhh l hari 5ros tfh Jathr o5tfh 5oJJoBH7' bl "5haJ )als hnt s aYh 0l CLTw, b2" tfh hm HatHn o5 tfH Contract or b' "thrs HatHn o5tfH Contract. Tfh rhcorYi BH7 0h ix0qct to hnas HatHn anY axYH0l axtf orHhYCLTw )hri onnhJ or CLTwkWrh) rhi hntatHhi at anl tH h. CONTPACTOP ifaJJ )roj Hh anl rh)orti rh"xhi thY 0l CLTw rh7arYH7 )hr5ors anch o5 tfH Contract. Anl ix0contract hnthrhY Hto 0l CONTPACTOP 5or Bor; to 0h )hr5ors hYxnYhr tfH Contract s xit HcJxYh an HhntHhAJ)roj HhHn.

In JHx o5rhtaHh7 tfh rhcorYi 5or tfh thrs ai )rhicrHhYH tfH )roj HhHn, CONTPACTOP s al, x) on CLTwkWB rHhHn a))roj aJ, ix0s H tfh rh"xhi thY H5ors atHn to CLTw H an hJctronH 5ors at, h.7. QWG 5laif YrhJh, at tfh hm HatHn or thrs HatHn o5tfH Contract.

## APTICUE 3

### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

ArtHJh 3 H fhrh0l as hnYhYH H 5Ht )ara7ra) f to rhaYai 5oJJoBi'

CLTw Yhi7nathi Etfan G. F on7 ai H ENVINEEP, rh) rhihntH7 tfh CLTw H aJJ s atthri BHfH tfh ico)h o5 tfH Contract rhJatH7 to tfh conYxct anYa))roj aJo5tfh Bor; to 0h )hr5ors hY. F fhnjh hr tfh thrs "a))roj aJo5CLTw," "conixJt BHf CLTw," "con5hr BHf CLTw," or iH Har thrs i arh xihY, tfl ifaJJ rh5hr to tfh ENVINEEP. Tfh ENVINEEP s al Yhi7nath an ai iHtant to act H fH i thaY.

## ARTICLE 5

### **TERM OF CONTRACT**

Article 5 shall be subject to the following:

On the date of the signing of the Contract, the Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.

The work shall be executed in accordance with the specifications and standards of the relevant authorities.

“The Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.”

“The Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.”

“The Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.”

“The Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.”

## ARTICLE 6

### **SUBCONSULTANT APPROVAL**

No

## ARTICLE 7

### **COMPENSATION, INVOICING AND PAYMENT**

No

## ARTICLE 8

### **SUCCESSORS AND ASSIGNS**

Article 8 shall be subject to the following:

All of the work shall be executed in accordance with the specifications and standards of the relevant authorities. The Contractor shall be responsible for the execution of the work within the period of 14 days from the date of the signing of the Contract.

## ARTICLE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 shall be amended as hereby set forth to read as follows:

All notwithstanding, any and all provisions of any contract entered into by the City of San Jose or any of its departments or agencies after the effective date of this ordinance shall be subject to the provisions of the City of San Jose's standard provisions for city personal services contracts.

To the City of  
Contact person:  
Address:

Edna G. Fong, Director of  
General Services  
City of San Jose  
12444 Santa Teresa  
Avenue, San Jose, CA 95128

To the CONTRACTOR  
Contact person:  
Address:

Union Industrial, Inc., Santa Teresa  
/ v4 Wexton Vranjan, Wexton / 14  
Union Industrial, CA 94401

#### ARTICLE 14

### **STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Enacted by the Board of Supervisors on:

#### ARTICLE 11

### **ORDER OF PRECEDENCE**

Enacted by the Board of Supervisors on:

This Contract shall be amended as hereby set forth in Article 9.

#### ARTICLE 12

### **SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, sections, or chapters of this Contract shall be subject to the provisions of the City of San Jose's standard provisions for city personal services contracts or any other provisions of any contract entered into by the City of San Jose or any of its departments or agencies after the effective date of this ordinance shall be subject to the provisions of the City of San Jose's standard provisions for city personal services contracts. This shall not be construed to mean that the City of San Jose's standard provisions for city personal services contracts shall be subject to the provisions of any contract entered into by the City of San Jose or any of its departments or agencies after the effective date of this ordinance shall be subject to the provisions of the City of San Jose's standard provisions for city personal services contracts.

s aicxJhh, or nhxthr 7hnYhri ifaJJ 0h Yhhs hY to HcJxYh tfh 7hnYhri not xihY.

Tfh nxs 0hr o5 or7HhAJ thnti o5 tfH Contract ifaJJ 0h h"xaJ to tfh nxs 0hr o5 tfh ) artHh fhrhto, onh thnt 0hH7 rhtaHhY0l hacf ) artl . At tfh CLTwkW o) tlon, onh or s orh aYYHonaJ or7HhAJ thnti o5 tfH Contract s al aJio 0h rhtaHhY0l tfh CLTw.

#### APTICUE 1/

#### **KEY CONSULTANT PERSONNEL**

1/.1 QnJhii otfhrBHh )roj FhY or a))roj hY 0l tfh CLTw, CONWQUTANT ifaJJ xihH oBnhs )Jol hhi to )hr5ors tfh ihrj Hh YhicrHhYH tfH Contract. Tfh CLTw ifaJJ faj h tfh rHft to rhj HB anY a))roj h anl )hri onnhJ Bfo arh aiiHnhY to Bor; xnYhr tfH Contract. CONWQUTANT a7rhhi to rhs oj h )hri onnhJ 5ros )hr5ors H7 Bor; xnYhr tfH Contract H rh"xhithY to Yo io 0l tfh CLTw.

1/.2 CONWQUTANT BHJ YhiHnath ;hl conixJtant )hri onnhJ to H )Jhs hnt tfh Bor; on a tai; 0l tai; 0aiH. AJJ thcf nHaj i) hcHJhti aiiHnhY to hacf tai; xnYhr tfH contract ifaJJ 0h ix0qct to tfh ENVINEEPkWa))roj aJ.

1/./ CONWQUTANT a7rhhi tfat )hri onnhJ aiiHnhY to tfh i) oiHloni at tfh cos s hnchs hnt o5 ihrj Hh xnYhr tfH Contract ifaJJ ihrj h H tfh i) oiHloni ai Jon7 ai rh"xHhY 0l tfh CLTw, anY CONWQUTANT ifaJJ not cfan7h )hri onnhJ aiiHnhY to tfh i) oiHloni BHfoxt tfh conihnt anY a))roj aJ o5 tfh ENVINEEP, )roj FhYixcf conihnt ifaJJ not 0h xnrhai ona0Jl BHf f hY.

#### APTICUE 13

#### **TERMINATION**

A. Thrs Hathon 5or Conj hnHhch

CLTw s al thrs Hhath tfH Contract 5or CLTwkWconj hnHhch at anl tH h 0l )roj FhH7 CONWQUTANT tfHtl Yal i BrHhthn notHh. Q) on rhchHt o5 tfh notHh o5 thrs Hathon, CONWQUTANT ifaJJ H s hYHthJl ta;h actlon not to Hcexr anl aYYHonaJ oOJHtHoni, coiti or hm)hnihi, hneh)t ai s al 0h nhchiarl to thrs Hhath H actH Hhhi. CLTw ifaJJ )al CONWQUTANT H rhaiona0Jh anY aJJoBa0Jh coiti tfrox7f tfh h5ShctHh Yath o5 thrs Hathon anY tfoih rhaiona0Jh anY nhchiarl coiti HcexrhY 0l CONWQUTANT to h5Shct tfh thrs Hathon. Tfh rha5thr, CONWQUTANT ifaJJ faj h no 5xrtfhr cJaH i a7aHh it CLTw xnYhr tfH Contract. AJJ 5HhfhY anY xn5HhfhY Yocxs hnti anYs athrHJi )rocxrhY 5or or )roYxchY xnYhr tfH Contract, HcJxYH7 aJ HhthJhctxaJ )ro)hrtl rHfti CLTw H

hntfthY to, ifaJJ Ohcos h CLTw )ro)hrtl x)on tfh Yath o5 tfh  
thrs Hhathn. CONWQUTANT a7rhhi to hnhcxth anl Yocxs hnti  
nhchiiarl 5or CLTw to )hr5het, s hs orfahJh, or rhcorY CLTwkW  
oBnhri fH o5rHfti )roj HhYfhrhH.

G. Thrs Hhathn 5or Grhacf o5 Contract

1. Ench) t ai )roj HhYH ArtHJh 22, H CONWQUTANT 5aH to  
)hr5ors anl o5tfh )roj Hhni o5tfH Contract or io 5aH to  
s a; h )ro7rhii ai to hnYan7hr tH hJl )hr5ors anch o5 tfH  
Contract, CLTw s al 7Hh CONWQUTANT BrHhthn notHh o5  
tfh Yh5axJt. CLTwkWYh5axJt notHh BHJ HhYHath Bfhtfhr tfh  
Yh5axJt s al Oh cxrhYanYtfh tH h )hrhYto cxrh tfh Yh5axJt  
to tfh ioJh iathH5actHn o5 CLTw. AYYHhnaJJ, CLTwkW  
Yh5axJt notHh s al o55hr CONWQUTANT an o))ortxnHl to  
)roj Hh CLTw Bff a )Jan to cxrh tfh Yh5axJt, BfHf ifaJJ Oh  
ix0s HhYto CLTw Bff H tfh tH h )hrhYaJJoBhYOl CLTw.  
At CLTwkWioJh YHcrhtHn, CLTw s al acch)t or rhqet  
CONWQUTANTkW)Jan. L5tfh Yh5axJt cannot Oh cxrhYor H  
CONWQUTANT 5aH to cxrh Bff H tfh )hrhYaJJoBhYOl  
CLTw, tfhn CLTw s al thrs Hhath tfH Contract Yxh to  
CONWQUTANTkWOrhacf o5tfH Contract.
2. L5tfh Yh5axJt xnYhr tfH Contract H Yxh to CONWQUTANTkW  
5aHxrh to s aHtaH tfh Hixranch rh"xHhY xnYhr tfH  
Contract, CONWQUTANT ifaJJ H s hYHathJl ' bl"ixi)hnY  
)hr5ors anch o5 anl i hrj Hhi xnYhr tfH Contract 5or BfHf  
Hixranch Bai rh"xHhYp anY b2" notHh Hh hs )Jol hhi anY  
W0conixJtanti o5 tfh Joii o5 Hixranch cojhra7h anY  
ConixJtantki oJH7atHn to ixi)hnY)hr5ors anch o5 i hrj Hhi.  
CONWQUTANT ifaJJ not rhcos s hneh )hr5ors anch xntH  
CONWQUTANT H 5xJJ HixrhY anY H cos )Jhanch Bff  
CLTwkWrh"xHhs hnti.
- /. L5 a 5hYhraJ or itath )rochhYH7 5or rhJH5 o5 Yh0tori H  
xnYhrta; hn Ol or a7aHt CONWQUTANT, or H  
CONWQUTANT s a; hi an aiiHns hnt 5or tfh Ohnh5H o5  
crhYHori, tfhn CLTw s al H s hYHathJl thrs Hhath tfH  
Contract.
3. L5CONWQUTANT hn7a7hi H anl YHf onhit conYxet rhJathY  
to tfh )hr5ors anch or aYs HhHtrathn o5 tfH Contract or  
j HJathi CLTwkWJaBi, rh7xJathni or )oJHh rhJath7 to  
Jo00l H7, tfhn CLTw s al H s hYHathJl thrs Hhath tfH  
Contract.

v. Acti o5 MoraJ Txr) HxYh

a. CONWQUTANT ifaJ H s hYHthJl notH CLTw H CONWQUTANT or anl Khl ehri on, ai YhShhY 0hJoB, H cfar7hY BHf, H YHthY 5or, conj HthY o5, )JhaYi noJo conthnYhrh to, or 5orShH 0aH or 5aH to a)) har H coxrt 5or a fharH7 rhJathYto, anl act BfHf conitHxthi an o5Shnih Hj oJ H7 s oraJ txx) HxYh xnYhr ShYhraJ, itath, or JocaJ JaBi bgAct o5 MoraJ Txx) HxYh(“.

0. I5CONWQUTANT or a Khl ehri on H conj HthY o5, )JhaYi noJo conthnYhrh to, or 5orShH 0aH or 5aH to a)) har H coxrt 5or a fharH7 rhJathYto, an Act o5 MoraJ Txx) HxYh, CLTw s al H s hYHthJl thrs Hmath tfH Contract.

c. I5CONWQUTANT or a Khl ehri on H cfar7hY BHf or H YHthY 5or an Act o5 MoraJ Txx) HxYh, CLTw s al thrs Hmath tfH Contract a5thr )roj H7 CONWQUTANT an o)) ortxnH to )rhihnt hj Hhch o5 CONWQUTANTkWa0H to )hr5ors xnYhr tfh thrs i o5tfH Contract.

Y. Acti o5 MoraJ Txx) HxYh HcJxYh, 0xt arh not JH HthY to’ j HJhnt ShJonH ai YhShhY 0l ehnaJ CoYh WictHn 66y.v, crH hi Hj oJ H7 Bha)oni, crH hi rhixJH7 H ihrHxi 0oYH Hqrl or Yhatf, ihrHxi ShJonH ai YhShhY 0l ehnaJ CoYh WictHn 1192.y, anYtfoih crH hi rhShrhchY H tfh ehnaJ CoYh anY artHxJathY H CalHornH ex0JH Phioxrchi CoYh WictHn v163ba“b2“p H aYYHn to anY HcJxYH7 acti o5 s xrYhr, ra)h, ihmxaJ aiiaxJt, ro00hrl, ; Hna)) H7, fxs an tra55H; H7, )H ) H7, j oJxntarl s aniJax7fthr, a77raj athY aiiaxJt, aiiaxJt on a )hach o55Hr, s al fhs, 5raxY, Yos hitH a0xih, hJYhrJl a0xih, anYcfHYa0xih, rh7arYJhi o5Bfhtfhr ixcf acti arh )xnHfa0Jh 0l ShJonl or s HYhs hanor conj HtHn.

h. I or tfh )xr)oihi o5 tfH )roj Hn, a Khl ehri on H a )rHcH aJ, o55Hr, or hs )Jol hh aiiHnhY to tfH Contract, or oBnhr bYHhctJl or H YHhctJl, tfrox7f onh or s orh Hthrs hYHrH “o5thn )hrechnt or s orh o5 tfh jotH7 )oBhr or h”xH Hthrhiti o5CONWQUTANT.



Ench) t 5or tfh actHh nh7JHhnhc or BHJ5xJs HconYxct o5tfh CLTw, or anl  
o5 Hh GoarYi, o55Hhri, a7hnti, hs )Jol hhi, aiiHni, anYixcchiori H  
Hthrhith, CONWUTANT xnYhrt; hi anYa7rhhith to Yh5hny, HhYhs nH anY  
foJYfars Jhii tfh CLTw anYanl o5Hh GoarYi, o55Hhri, a7hnti, hs )Jol hhi,  
aiiHni anYixcchiori H Hthrhith 5ros anYa7aHith aJJixH anYcaxihi o5  
actHn, cJaH i, Joihi, Yhs anYi anYhm) hnihi, HcJxYH7 Oxt not JH HhYto,  
attornhl'i Shhi bOotf H-foxih anYoxtiYH coxnih\* anYcoit o5 JH7atHn  
HcJxYH7 aJJactxaJ JH7atHn coiti HcxrrhY0l tfh CLTw, HcJxYH7 Oxt not

JH HhY to, coiti o5 hn) hrti anY conixJtanti“, Yas a7hi or JH0HhH o5 anl natxrh Bfatiohj hr, 5or Yhatf or Hqrl to anl )hri on, HcJxYH7 CONVQUTANT'Whs )Jol hhi anYa7hnti, or Yas a7h or Yhi trxtcton o5 anl )ro) hrtl o5 hHf hr )artl fhrhto or o5 tf HhY) artHh, arHh7 H anl s annhr Ol rhai on o5 tf h nh7JH7hnt acti, hrrori, os Hh Hni or BHJ5xJs HconYxct HcFYhnt to tf h) hr5ors anch o5 tf H Contract Ol CONVQUTANT or Hh ix0conixJtanti o5 anl tHh. PHfti anYrhs hYHh aj aHa0Jh to tf h CLTw xnYhr tf H) roj Hh on arh cxs xJatHh o5 tf oih) roj HhY 5or hJi hBfhrh H tf H Contract anY tf oih aJJBhYxnYhr tf h JaBi o5 tf h QnHhYWathi, tf h Wath o5 CaJHornH, anY tf h CLTw. Tf h) roj Hhni o5 ArtHJh 16 ifaJJ ixrj Hh hm) Hh on or thrs Hh on o5 tf H Contract.

## 16.2 Inixranch

DxrH7 tf h thrs o5 tf H Contract anYBHf oxt JH Hh7 CONVQUTANTkW HhYs nHh on o5 tf h CLTw, CONVQUTANT ifaJJ) roj Hh anYs aHtaH at Hh oBn hn) hni h, a )ro7ras o5 Hixranch faj H7 tf h coj hra7h anYJH H exitos arH carrHhYanYactxaJJ arran7hYOl CONVQUTANT, Oxt not Jhi i tfan tf has oxnti anYtl) hi JHthYon tf h Ph”xHhYInixranch anYMHh xs UH Hh ifhht bl ors Vhn 136 H EnfHHD fhrhto“, coj hrH7 Hh o) hratloni fhrhxnYhr. Wcf Hixranch ifaJJ con5ors to CLTw rh”xHh hnti hita0JHf hY Ol Cfarthr, orYHhanch or )oJHl, ifaJJ cos )Jl BHf tf h Inixranch ContractxaJPh”xHh hnti bl ors VnhraJl// H EnfHHD fhrhto“anY ifaJJ otf hrBHh Oh H a 5ors acch) ta0Jh to tf h O5Hh o5 tf h CH AYs HhtratlHh O5Hh, PH; Mana7hs hnt. CONVQUTANT ifaJJ cos )Jl BHf aJJ Inixranch ContractxaJPh”xHh hnti ifoBn on EnfHHD fhrhto. EnfHHD H fhrhOl Hcor) orathYOl rhShrhnh anYs aYh a )art o5 tf H Contract.

## APTICUE 1y

## INDEPENDENT CONTRACTORS

CONVQUTANT Hh actH7 fhrhxnYhr ai an HhY) hnYhnt conixJtant anYnot ai an a7hnt or hs )Jol hh o5 tf h CLTw. CONVQUTANT ifaJJ not rh) rhi hnt or otf hrBHh foJYoxth HhJ5 or anl o5 Hh Yhctori, o5Hhri, )artnhri, hs )Jol hhi, or a7hnti to Oh an a7hnt or hs )Jol hh o5 tf h CLTw.

## APTICUE 18

## WARRANTY AND RESPONSIBILITY OF CONSULTANT

18.1 CONVQUTANT Barranti tfat tf h Bor; fhrhxnYhr ifaJJ Oh cos )JhthY H a s annhr conihthnt BHf )roShiiHnaJ itanYarYi )ractHhYas on7 tfoih 5Hs i BHf H CONVQUTANT'W)roShiiHn, YoH7 tf h ias h or iH Har Bor; xnYhr tf h ias h or iH Har chcx s itanchi.

18.2 CONVQUTANT ifaJJ Oh rhi) oniHJh 5or tf h )roShiiHnaJ”xaJHl, thefnHh accxracl, tH hJl cos )JhHn, anY tf h coorYHh on o5 aJJ YhiHni, YraBH7i, i) hclHh on, rh) orti, anY

otfhr i hrj lhi 5xrnHfhY 0l CONWQUTANT xnYhr tfH Contract. CONWQUTANT ifaJJ, at no aYHlonaJ coit to CLTw, corrhct or rhj Hh anl hrrori, os Hl loni, or otfhr Yh5tHncHh H Hl YhiHni, YraBh7i, i) hclHlatloni, rh) orti, caJcxJatloni, anYotfhr i hrj lhi.

18./ Tfh CONWQUTANT ifaJJ hmfHl )ro)hr )roShii lonaJ qY7s hnt H tfh xih o5 H5ors atlon 5xrnHfhY 0l CLTw H ArtHJh 3. In tfh hj hnt tfat iaYH5ors atlon Hl not YhJlhrhYtH hJl or tfat H Hl YHcojhrhY to Oh Hcorrhct or s HJhaYH7, CONWQUTANT BHJ notHl tfh CLTw H a rhaiona0Jh s annhr a5thr tfh YHcoj hrl o5 ixcf tarYHhii or Hcorrhct or s HJhaYH7 H5ors atlon anY )ros )tJl s a; h a Yhthrs Hlatlon o5 Hl coiti anY icfhYxJh H )act on tfH Contract, ai BhJ ai rhcos s hnYatloni 5or tfh corrhctlon o5 ixcf Hcorrhct or s HJhaYH7 H5ors atlon.

18.3 CONWQUTANT ifaJJ )hr5ors ixcf )roShii lonaJ i hrj lhi ai s al Oh nhchiarl to accos )JHf tfh Bor; rh"xHhY to Oh )hr5ors hYxnYhr tfH Contract H accorYanch BHf tfH Contract.

18.v Ench)t ai i) hclHhY H ArtHJh 16 anY ai otfhrBHh )roj FhY H tfH Contract, tfh CONWQUTANT ifaJJ Oh anY ifaJJ rhs aH Jd0Jh, H accorYanch BHf a) )Jda0Jh JaB, 5or aJJ Yas a7hi to CLTw caxihY 0l CONWQUTANT'W nh7JHnt )hr5ors anch o5 anl o5 tfh i hrj lhi 5xrnHfhY xnYhr tfH Contract, hneh)t 5or hrrori, os Hl loni, or otfhr Yh5tHncHh to tfh hnt hnt attrl0xta0Jh to CLTw, CLTw-5xrnHfhY Yata, or anl tfH Y) artl.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhri fH o5 Data anYUthnih**

19.1.1 QnJhi i otfhrBHh )roj FhY 5or fhrhH, aJJ F or; eroYxcti orHhathY anY )rh) arhY 0l CONWQUTANT or Hl ix0conixJanti o5 anl tHr xnYhr tfH Contract ifaJJ Oh anY rhs aH tfh hncJxiJh )ro) hrtl o5 tfh CLTw 5or Hl xih H anl s annhr H Yhhs i a) )ro) rHth. F or; eroYxcti arh aJJ Bor; i, tan7H0Jh or not, crhathY xnYhr tfH Contract HcJxYH7, BHf oxt Jd Hlatlon, Yocxs hnti, s athrHJ, Yata, rh) orti, s anxaJi, i) hclHlatloni, artBor;, YraBh7i, i; htefhi, cos )xthr )ro7ras i anY Yata0aihi, icfhs atHl, )foto7ra) fi, j Fho anY axYHj HxaJ rhcorYH7i, ioxnY rhcorYH7i, s ar; i, Jo7oi, 7ra) fH YhiHni, nothi, Bh0iHh, Yos aH nas hi, HJ hntloni, )rochiihi, 5ors xJai s atthri anY cos 0Hlatloni tfrho5, anYaJJ 5ors i o5 HthJhctxaJ )ro) hrtl. CONWQUTANT fhrh0l aiiHni, anY a7rhhi to aiiHn, aJJ

7ooYBHJ, co)l rHft, traYhs ar; , )athnt, traYh iherht anY aJJ  
otfhr HthJhctxaJ )ro) hrtl rHfti BorJYBH H and F or;  
eroYxcti orH HthYanY) rh) arhY0l CONWQUTANT xnYhr  
tfH Contract. CONWQUTANT 5xrtfhr a7rhhi to hnhcxth anl  
Yocxs hnti nhchiiarl 5or tfh CLTw to )hr5hct, s hs orHJHh,  
or rhcorYtfh CLTwkWoBnhri fH o5 rHfti )roj FhYfhrhH.

19.1.2 F Hf rh7arY to tfh 0aiH 5or  
Yhi Hn caJcxJatHni anYhn7HhhrH7 nothi, ixcf Yata ifaJJ Oh  
)roj FhY to tfh CLTw H ba“ farY coj hr )oit 0H Yhrbi“;  
a))ro) rHthJ H YhnY, on tfH Ml Jar itoc; or 7ooY”xaJH  
)a) hr iatH5actorl 5or rh)roYxctiHn.

19.1./ I or aJJ F or; eroYxcti  
YhJhrhY to tfh CLTw tfat arh not orH HthYor ) rh) arhY0l  
CONWQUTANT or H ix0conixJtanti o5 anl tHr xnYhr tfH  
Contract, CONWQUTANT fhrh0l 7ranti a non-hncJxiJh  
)hr)htxaJ JHhni to xih ixcf F or; eroYxcti 5or anl CLTw  
)xr)oihi.

19.1.3 CONWQUTANT ifaJJ not  
)roj Fh or YHcJoih anl F or; eroYxcti to anl tfHY)artl  
BHf oxt )rHr BrHhni conihnt o5 tfh CLTw.

19.1.v AJJ Yocxs hnti, H5ors atHn  
anY )rh-hnHtH7 s athrHJi )roj FhY 0l CLTw to  
CONWQUTANT anY H ix0conixJtanti arHh7 oxt o5 or  
rhJathY to tfH Contract ifaJJ rhs aH tfh )ro)hrtl o5 tfh  
CLTw. Tfh CONWQUTANT s al not xih, YHtrHxth or  
otfhrBHh s a; h)x0JH H anl s annhr, hHf hr 5or )ro5H or not  
5or )ro5H, anl o5 tfh H5ors atHn, Yocxs hntatHn, or  
)rochYxrhi Yhj hJo)hY 5or tfh CLTw fhrhxnYhr BHf oxt tfh  
)rHr BrHhni conihnt o5 tfh CLTw. CONWQUTANT 5xrtfhr  
a7rhhi to hnhcxth anl Yocxs hnti nhchiiarl 5or tfh CLTw to  
)hr5hct, s hs orHJHh, or rhcorYtfh CLTwkWoBnhri fH o5  
rHfti.

19.1.6 Anl ix0contract hnthrhY Hto  
0l CONWQUTANT rhJath7 to tfH Contract, to tfh hntHnt  
aJbHfYfhrhxnYhr, ifaJJ HcJxYh a JHh )roj HhHn 5or Bor; to  
0h )hr5ors hY xnYhr tfH Contract to contractxaJJ 0H Y or  
otfhrBHh o0JH H ix0conixJtanti )hr5ors H7 Bor; xnYhr  
tfH Contract ixcf tfat tfh CLTwkWoBnhri fH anY JHhni  
rHfti o5 aJJ F or; eroYxcti arh )rhihrj hYanY)rothethY ai  
HhthYhYfhrhH. I aHkrh o5 CONWQUTANT to cos )Jl BHf  
tfH rh”xHhs hnt or to o0taH tfh cos )Jhanch o5 H

ix0conixJtanti Bñf ixcf o0J7atloni ifaJJ ix0qet  
CONWQUTANT to tfh H )oiHlon o5 anl anYaJJ ianctloni  
aJ0BhY0l JaB, HcJxYñ7 0xt not Jñ HñY to thrs Hlatlon o5  
CONWQUTANTKWContract Bñf tfh CLTw.

19.1.y CONWQUTANT a7rhhi tfat a  
s onhtarl rhs hYl 5or 0rhacf o5 tfH Contract s al 0h  
HñYh"xath, H )ractH0Jh, or Yñ5HxJt to )roj h anY tfat a  
0rhacf s al caxih CLTw Hrh)ara0Jh fars . CLTw s al  
tfhrh5orh hn5orch tfH rh"xHhs hnt 0l ihh; H7 HñqnetHh  
rhJñ5 anY i)hcHñd )hr5ors anch, Bñf oxt anl nhchiiH o5  
ifoBñ7 actxaJ Yas a7h or Hrh)ara0Jh fars . Whh; H7  
HñqnetHh rhJñ5 or i)hcHñd )hr5ors anch Yohi not )rhcJxYh  
CLTw 5ros ihh; H7 or o0taHñ7 anl ofhr rhJñ5 to Bñf  
CLTw s al 0h hntHñY.

## 19.2 InthJhctxaJero)hrtl F arrantl

19.2.1 CONWQUTANT rh)rhi hnti  
anY Barranti tfat Hñ )hr5ors anch o5 aJJ o0J7atloni xnYhr  
tfH Contract Yohi not Hñ5Hñ7h Hñ anl Bal , YñhctJl or  
contrH0xtorHñ , x)on anl tfHñY )artl ki HñthJhctxaJ )ro)hrtl  
rHfti, HcJxYñ7, Bñf oxt Jñ Hlatlon, )athnti, co)lrHfti,  
traYhs ar; i, traYh iherhti, rHfti o5)x0Jññ anY)ro)rñtarl  
Hñ5ors atlon.

## 19./ InthJhctxaJero)hrtl InYhs nññatlon

19./.1 CONWQUTANT, at Hñ oBñ  
hm)hni h, xnYhrta; hi anY a7rhhi to Yñ5ñY, HñYhs nññ , anY  
foJY fars Jhii tfh CLTw, anY anl o5 Hñ GoarYi, o5ññhri,  
a7hnti, hs )Jol hhi, aiiHñi, anYixcchiori Hñ Hñthrhñt 5ros  
anY a7aHñit aJJ ixññ anY caxih o5 actlon, cJañ i, Joiihi,  
Yhs anYi anY hm)hnihi, HcJxYñ7 0xt not Jñ HñY to,  
attornhl ki 5ñhi b0otf Hñ-foxih anYoxtiYñ coxniññ anYcoit  
o5 Jññ7atlon bññcJxYñ7 aJJ actxaJ Jññ7atlon coiti HñcxrrhY0l  
tfh CLTw, HcJxYñ7 0xt not Jñ HñY to, coiti o5 hm)hrti anY  
conixJtanti"; Yas a7hi or Jñ0Hññ o5 anl natxrh Bñfatiohj hr  
arññ7 oxt o5 tfh Hñ5Hñ7hs hnt, actxaJ or aJh7hY, Yñhct or  
contrH0xtorl, o5 anl HñthJhctxaJ )ro)hrtl rHfti, HcJxYñ7,  
Bñf oxt Jñ Hlatlon, )athnti, co)lrHfti, traYhs ar; i, traYh  
iherhti, rHfti o5)x0Jññ anY)ro)rñtarl Hñ5ors atlon bl"on  
or Hñ anl YñiHñ, s hYñs , s atthr, artññ, )rochii, s htf oY,  
a))Jñatlon, h"xñs hnt, Yñññ, Hñtrxs hntatlon, io5ñBarh,  
farYBarh, or 5ñs Barh xihY 0l CONWQUTANT, or Hñ  
ix0conixJtanti o5 anl tññr, Hñ )hr5ors Hñ7 tfh Bor; xnYhr tfH

Contractor b2“ ai a rhixJt o5 tfh CLTwkWactxaj or HthnYhY xih o5 anl F or; eroYxct 5xrnHfhY0l CONWQUTANT, or H ix0conixJtanti o5 anl tHh, xnYhr tfh Contract. PHfti anY rhs hYHh aj aHa0Jh to tfh CLTw xnYhr tfH )roj HhOn arh cxs xJatHh o5 tf oih )roj HhY 5or hJihBfhrh H tfH Contract anYtf oih aJJoBhY xnYhr tfh JaBi o5 tfh QnHhY Wathi, tfh Wath o5 CaJHornH, anYtfh CLTw. Tfh )roj HhOni o5 **Article 19** ifaJJ ixrj Hh hm) HhOn or thrs HhOn o5 tfH Contract.

19./ .2 In CONWQUTANTkWyh5ni h o5 tfh CLTw Yh5nYanti, nh7otHhOn, cos )ros Hh, anY ihttJhs hnt o5 anl ixcf H5H7hs hnt actHn, tfh Uoi An7hJhi CHH Attornhl ki O55th ifaJJ rhtaH YHcrhtHn H anYcontroJ o5 tfh JH7atHn, nh7otHhOn, cos )ros Hh, ihttJhs hnt, anY a))haJi tfhrh5ros, ai rh”xHhY 0l tfh Uoi An7hJhi CHH Cfarthr, )artHxJarJl ArtHJh IL, WictHni 2y1, 2y2 anY 2y/ tfhrho5.

19./ . F fhrh anl F or; eroYxct 5xrnHfhY0l CONWQUTANT ba“0hcos hi tfh ix0qct o5 an actHn, b0“ H aYqYdathY ai H5H7H7 a tfHhY )artl ki InthJhctxaj ero)hrtl rHft, or bc“ fai H xih hnqHhY or JHhni h thrs HhathYpCONWQUTANT ifaJJ, BHf tfh CLTwkW conihnt, Yo onh o5 tfh 5oJJoBH7 H s hYHhJl. CONWQUTANT ifaJJ at H hm) hni h hHf hr’

H )rocxrh 5or tfh CLTw tfh rHft or JHhni h to contHhxh xiH7 tfh F or; eroYxctpor

H rh) Jach tfh F or; eroYxct BHf a 5xnectHnaJl h”xJlaJhnt, non-H5H7H7 )roYxct.

EnhrcHh o5 anl o5 tfh a0oj h-s hntHnhY o)tHni ifaJJ not caxih xnYxh 0xiHhii Hthrrx)tHn to tfh CLTw or YH HhHf tfh HthnYhY 0hnh5H anY xih o5 tfh F or; eroYxct 0l tfh CLTw xnYhr tfH Contract.

## APTICUE 24

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

QnJhi i otfhrBHh hnh5 )t, tfH Contract H ix0qct to tfh a))JHa0Jh non-YHcrH HhOn, h”xaJ 0hnh5H, h”xaJhs )Jol s hnt )ractHh, anYa55hs atHh actHn )ro7ras )roj HhOni H UAAC WictHn 14.8 ht ih”., ai as hnYhY 5ros tH h to tH h.



A. CONVQUTANT ifaJJ cos )Jl Bff tfh a))Jda0Jh non-YhcrH Hmatlon anYa55Hs atJh actlon )roj Hloni o5 tfh JaBi o5 tfh QnHhY Wathi o5 As hrIda, tfh Wath o5 CaJHornId, anY ClTw. In )hr5ors H7 tfH Contract, CONVQUTANT ifaJJ not YhcrH Hmath H anl o5 Hf fH7 or hs )Jol s hnt )ractHhi a7aHit anl hs )Jol hh or a))Jdant 5or hs )Jol s hnt Ohcaxih o5 ixcf )hriionki rach, coJor, rhJHlon, natlonaj orHh, anchitrl, ihm ihmxaJ orHntatlon, 7hnYhr, 7hnYhr FhntHl, a7h, YHla0Hl, Yos hitId )artnhr itatxi, s arHaj itatxi or s hYdaJ conYHlon.

G. Tfh rh"xHhs hnti o5 Wctlon 14.8.2.1 o5 tfh UAAC, tfh E"xaJ Ghnh5H OrYHanch, anY tfh )roj Hloni o5 Wctlon 14.8.2.1b5' arh Hcor)orathYanYs aYh a )art o5 tfH Contract Ol rhShrhch.

C. Tfh )roj Hloni o5 Wctlon 14.8./ o5 tfh UAAC arh Hcor)orathY anY s aYh a )art o5 tfH Contract Ol rhShrhch anYBHJ Oh ; noBn ai tfh gE"xaJ Es )Jol s hnt eractHhi( )roj Hloni o5 tfH Contract.

D. Tfh )roj Hloni o5 Wctlon 14.8.3 o5 tfh UAAC arh Hcor)orathY anY s aYh a )art o5 tfH Contract Ol rhShrhch anYBHJ Oh ; noBn ai tfh gA55Hs atJh Actlon ero7ras ( )roj Hloni o5 tfH Contract.

Anl ix0contract hnthrhYHto Ol CONVQUTANT 5or Bor; to Oh )hr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntIdaJ )roj Hlon

## APTICUE 21

## **BUSINESS INCLUSION PROGRAM**

CONVQUTANT a7rhhi anY o0JHathi HhJ5 to xtHhH tfh ihrj Hhi o5 MHlorHl GxiHhii EnthrrHh bMGE“, F os hn GxiHhii EnthrrHh bF GE“, Ws aJJ GxiHhii EnthrrHh bWGE“, Es hr7H7 GxiHhii EnthrrHh bEGE“, DHla0JhY Shthran GxiHhii EnthrrHh bDS GE“, anY Otfhr GxiHhii EnthrrHh bOGE“ 5Hs i on a Jhj hJ io YhiHnathY H H )ro)oiAJ. CONVQUTANT chrtHhi tfat Hfai cos )JHBYBHf tfh GxiHhii IncJxlon ero7ras oxtrhacf rh"xHhs hnti o5 Mal oraJ EnhextJh DHhctJh 13, BfIdf H HcJxYhY ai Attacfs hnt y to tfh Ph"xhit 5or RxaJHdationi. CONVQUTANT ifaJJ not cfan7h anl o5 tfh YhiHnathYix0conixJtanti or rhYxch tfhH Jhj hJ o5 h55ort BHf oxt )rlor BrHhna a))roj aJ o5 tfh ClTw )roj FhYtfat ixcf a))roj aJ BHJ not Oh xnrhai ona0J BHf fhJY.

CONVQUTANT fai ix0s HhY tfh UHt o5 eothntIdJ MGEzF GEzWGEzEGEzDS GEzOGE Wk0conixJtanti (**Exhibit C – Schedule A**) aJon7 BHf tfhH )ro)oiAJ. At tfh tId h a i)hcHd tai; Bor; orYhr H aiiHnhYto tfh conixJtant, tfh conixJtant s xit ix0s Htfh Tai; F or; OrYhr UHt o5 Wk0conixJtanti (**Exhibit C - Schedule B**). DxrH7 tfh thrs o5 tfh

contract,        tfh        CONWQUTANT        s xit        ix0s Hl        tfh  
MGEZ GEZGEZGEZDS GEZGE QthHatlön ero5th (Exhibit C -  
Schedule C) Bfhn ix0s Hl7 an Hh oLth to tfh CHL . Q) on hn) Hatlön or  
thrs Hatlön o5 tfh contract, a ix0s s arl o5 tfh rhcorYi ifaJJ 0h )rh) arhY  
on tfh "I HaJ W0conixJtH7 Ph)ort" 5ors (Exhibit C - Schedule D) anY  
chrtHhY corrhct Ol tfh CONWQUTANT or Hl axtforHhY rh) rhi hntatJh.  
Tfh cos )JhthY5ors ifaJJ 0h 5xrnHfhY to tfh CLTw Bthf Hl 1v Bor; H7 Yal i  
a5thr hn) Hatlön or thrs Hatlön o5 tfh contract.

CONWQUTANT a7rhhi anY o0JHathi HhJ5 to xtHhH tfh ihrj Lthi o5  
MHlorHl , F os hn, W aJJ, Es hr7H7, DHla0JhYS hthran, anYotfhr Gxi Hhhi i  
Enthr) rHh bMGEZ GEZGEZGEZDS GEZGE“ 5hs i on a Jhj hJ io  
Yhi HnathYH Hl )ro) oiaJ, H anl . Tfh CLTw fai iht antLHathY) artLHatlön  
Jhj hJi o5 18% MGE, 3% F GE, 2v% WGE, 8% EGE, anY/ % DS GE.

## APTICUE 22

## **EXCUSABLE DELAYS**

NhHfhr )artl ifaJJ 0h JH0Jh 5or Hl YhJal or 5aHxrh to )hr5ors anl o0JHatlön  
xnYhr anYHl accorYanch Bthf tfH Contract, Htfh YhJal or 5aHxrh arHhhi oxt  
o5 5hhi, 5JooYi, hartf”xa; hi, h) Hhs Hl, ”xarantHh rhitrLthöni, otfhr  
natxraJ occxrrhncchi, itrHhhi, Joc; oxti botfhr tfan a Joc; oxt Ol tfh )artl or  
anl o5 tfh )artl'i W0conixJtanti“, 5rhHft hs 0ar7ohi, throrrHt acti,  
Hixrrhctöni or otfhr cHh YHtxr0anchi, or otfhr iH Har hj hnti to tfoih  
YhcrL0hY a0oj h, 0xt H hacf caih tfh YhJal or 5aHxrh to )hr5ors s xit 0h  
0hl onYtfh controJ anYBthf oxt anl 5axJt or nh7JHhncch o5 tfh )artl YhJal hY  
or 5aHh7 to )hr5ors btfh h hj hnti arh rh5hrrhY to H tfHl )roj Hlön ai "I orch  
Maqpxrh Ej hnti”“.

NotBthfitanYH7 tfh 5orh7oH7, a YhJal or 5aHxrh to )hr5ors Ol a  
W0conixJtant o5 CONWQUTANT ifaJJ not conitHxth a I orch Maqpxrh  
Ej hnt, xnJhii tfh YhJal or 5aHxrh arHhhi oxt o5 caxi hi 0hl onYtfh controJ o5  
0otf CONWQUTANT anY W0conixJtant, anY Bthf oxt anl 5axJt or  
nh7JHhncch o5 hHfhr o5 tfhs . In ixcf caih, CONWQUTANT ifaJJ not 0h  
JH0Jh 5or tfh YhJal or 5aHxrh to )hr5ors , xnJhii tfh 7ooYi or ihrj Lthi to 0h  
5xrnHfhY Ol tfh W0conixJtant Bhrh o0taHla0Jh 5ros otfhr ioxrchi Hl  
ix55LHnt tH h to )hrs H CONWQUTANT to )hr5ors tH hJl . Ai xihYH tfHl  
Contract, tfh thrs "W0conixJtant" s hani a ix0conixJtant at anl thHr.

In tfh hj hnt CONWQUTANTkWyhJal or 5aHxrh to )hr5ors arHhhi oxt o5 a  
I orch Maqpxrh Ej hnt, CONWQUTANT a7rhhi to xih cos s hrcHJl  
rhaiona0Jh 0hit h55orti to o0taHl tfh 7ooYi or ihrj Lthi 5ros otfhr ioxrchi,  
anYto otfhrBthf s H7ath tfh Yas a7hi anYrhYxch tfh YhJal caxi hY Ol tfh  
I orch Maqpxrh Ej hnt.

## APTICUE 2/

## **SEVERABILITY**

WoxJY anl )ortlon o5 tfH Contract Oh Ynthrs HhY to Oh joHY or xnhn5orcha0Jh, ixcf ifaJJ Oh ihj hrhY 5ros tfh BfoJh anYtfh Contract BHJ conthxh ai s oYHhY.

#### APTICUE 23

#### **DISPUTES**

WoxJYa YH) xth or controj hri l arHh conchnH7 )roj Hhoni o5tfH Contract or tfh )hr5ors anch o5Bor; fhrhxnYhr, tfh )artHh s al hJhet to ix0s Hixcf to a coxrt o5cos ) hthnt qrhYHtHn.

#### APTICUE 2v

#### **ENTIRE CONTRACT**

TfH Contract ihti 5ortf aJ o5tfhrHfti anYXtHh o5tfh )artHh BHf rhi )het to tfh ix0qct s atthr fhrho5, anYrh) Jachi anl anYaJJ )rhj Hxi Contracti or xnYhritanYH7i, Bfhtf hr BrHh or oraJ, rhJatH7 tfhrhto. TfH Contract s al Oh as hnYhYonJl ai )roj FHhY5or H ArtHJh lv fhrho5.

#### APTICUE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf )artl'i )hr5ors anch fhrhxnYhr ifaJJ cos )Jl BHf aJJ a)) Jda0Jh JaBi o5 tfh QnHhY Wathi o5 As hrHda, tfh Wath o5 CaJHornH, anYtfh ClTw, HhcJxYH7 Oxt not JH HhY to, JaBi rh7arYH7 fhaJf anYia5htl, Ja0or anYhs )Jol s hnt, Ba7h anYfoxri anYJHhniH7 JaBi BfHf a55het hs )Jol hhi. TfH Contract ifaJJ Oh hn5orchYanYHthr) rhthYxnYhr tfh JaBi o5tfh Wath o5 CaJHornH BHf oxt rh7arYto con5Jdt o5 JaB )rHhHJhi. CONWQUTANT ifaJJ cos )Jl BHf nhB, as hnYhY, or rhj HhY JaBi, rh7xJatHni, anYxor )rochYxrh i tfat a))Jl to tfh )hr5ors anch o5tfH Contract.

In anl actlon arHh7 oxt o5 tfH Contract, CONWQUTANT conhnti to )hri onaJ qrhYHtHn, anYa7rhhi to OrH7 aJJ ixcf actloni, hncJxiHJhJl H itath or 5hYhraJ coxrti JocathYH Uoi An7hJhi

I5 anl )art, thrs or )roj Hhlon o5 tfH Contract Hl fhJY joHY, Hh7aJ, xnhn5orcha0Jh, or H con5Jdt BHf anl JaB o5 a 5hYhraJ, itath or JocaJ 7oj hrns hnt faj H7 qrhYHtHn oj hr tfH Contract, tfh jaJHYH o5 tfh rhs aHh7 )arti, thrs i or )roj Hhoni o5tfh Contract ifaJJ not Oh a55ethY tfhrh0l.

#### APTICUE 2y

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

I5a)) Jda0Jh, CONWQUTANT rh) rhi hnti tfat Hfai o0taHhYanY) rhi hntJl foJYi tfh GxiHhii TamPh7Htration ChrtHhthi "rh"xHhY0l tfh ClTw'W GxiHhii Tam OrYhanch, Wctlon 21.44 *et seq.* o5 tfh Uoi An7hJhi

MxnHJaJ CoYh. I or tfh thrs coj hrhY 0l tfH Contract, CONWQUTANT ifaJ s aHtaH, or o0taH ai nhchiiarl, aJ ixcf ChrtHdath rh"xHhY o5 H xnYhr tfh Gxi Hhi i TamOrYhanch, anYifaJ not aJJoB anl ixcf ChrtHdath to 0h rhj o; hYor ixi) hnYhY.

#### APTICUE 28

#### **BONDS**

AJ 0onYi rh"xHhY 0l CLTw ifaJ 0h 5HhY BHF tfh O55Hh o5 tfh CHH AYs Hhtratljh O55Hh, PH; Mana7hs hnt 5or H rhj HB anYacch) tanch H accorYanch BHF Uoi An7hJhi AYs Hhtratljh CoYh bgUAAC(" Wctloni 11.3y ht ih"., ai as hnYhY 5ros tH h to tH h.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

TfH Contract H ix0qct to tfh CfHYW)) ort AiiHns hnt OrYhri OrYhanch, Wctlon 14.14 o5 tfh Uoi An7hJhi AYs Hhtratljh CoYh, ai as hnYhY 5ros tH h to tH h. CONWQUTANT H rh"xHhY to cos )Jhth a ChrtHdath o5 Cos )Jhanch BHF CfHYW)) ort O0JH7atloni BHF H attacfhY fhrhto ai **Exhibit E** anYHcor) orathYfhrhH 0l tfH rh5rhnh. exrixant to tfh CfHYW)) ort AiiHns hnt OrYhri OrYhanch, CONWQUTANT BHJ 5xJl cos )Jl BHF aJ a)) Jda0Jh itath anYShYhraJhs )Jol s hnt rh) orth7 rh"xHh hnti 5or CONWQUTANTkWhs )Jol hhi. CONWQUTANT ifaJ aJio chrtH bl" tfat tfh )rHcHJaJ oBnhri" o5 CONWQUTANT H barh" H cos )Jhanch BHF anl F a7h anY EarnH7i AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt a)) Jda0Jh to tfhs )hrionaJl pb2" tfat CONWQUTANT BHJ 5xJl cos )Jl BHF aJJaB5xJl ihrj hYF a7h anYEarnH7i AiiHns hnt OrYhri anYNotHhi o5 AiiHns hnt H accorYanch BHF Wctlon v2/ 4, *et seq.* o5 tfh CaJHornH I as H CoYhpanYb" tfat CONWQUTANT BHJ s aHtaH ixcf cos )Jhanch tfrox7foxt tfh thrs o5tfH Contract.

exrixant to Wctlon 14.14b0" o5 tfh Uoi An7hJhi AYs Hhtratljh CoYh, 5aHxrh o5 CONWQUTANT to cos )Jl BHF aJ a)) Jda0Jh rh) orth7 rh"xHh hnti or to H )Jhs hnt JaB5xJl ihrj hY F a7h anY EarnH7i AiiHns hnt OrYhri anY NotHhi o5 AiiHns hnt, or tfh 5aHxrh o5 anl )rHcHJaJ oBnhri" o5 CONWQUTANT to cos )Jl BHF anl F a7h anY EarnH7i AiiHns hnt OrYhri or NotHhi o5 AiiHns hnt a)) Jda0Jh to tfhs )hrionaJl, ifaJ conitHxth a Yh5axJt 0l tfh CONWQUTANT xnYhr tfH Contract, ix0qctH7 tfH Contract to thrs Hmatlon H ixcf Yh5axJt ifaJ conthxh 5or s orh tfan nHhtl b94" Yal i a5thr notHh o5 ixcf Yh5axJt to CONWQUTANT 0l tfh CLTw.

Anl ix0contract hnthrhY Hto 0l CONWQUTANT, to tfh hntHnt aJJoBhY fhrhxnYhr, ifaJ HcJxYh a JHh )roj Hlon 5or Bor; to 0h )hr5ors hY xnYhr tfH Contract. I aHxrh o5 CONWQUTANT to o0taH cos )Jhanch o5 H ix0conixJtanti ifaJ conitHxth a Yh5axJt 0l CONWQUTANT xnYhr tfH Contract, ix0qctH7 tfH Contract to thrs Hmatlon Bfhrh ixcf Yh5axJt ifaJ

containing for s orh tfan nmtl b94“ Yali a5thr notth o5 ixcf Yh5axJt to  
CONVQUTANT 0l tfh ClTw.

CONVQUTANT chrtthi tfat, to tfh 0hit o5 Hh ;noBjhY7h, H H 5xJl  
cos )Jl H7 Bthf tfh EarnH7i AiiHns hnt OrYhri o5 aJl hs )Jol hhi, anYH  
)roj Hh7 tfh nas hi o5 aJl nhB hs )Jol hhi to tfh NhB d Hh Ph7Htrl  
s aHtaHhY 0l tfh Es )Jol s hnt Dhj hJo)s hnt Dh)arts hnt ai iht Sortf H  
Wictlon y114b0“ o5tfh CaJHornH ex0JH Contract CoYh.

#### APTICUE / 4

#### **LIVING WAGE ORDINANCE**

CONVQUTANT ifaJl cos )Jl Bthf tfh UHJH7 F a7h OrYHanch, UAAC  
Wictlon 14./y ht ih”., ai as hnYhY 5ros tH h to tH h. CONVQUTANT  
5xrtfhr a7rhhi tfat H ifaJl cos )Jl Bthf 5hYhraJ JaB )roicrH7 rhtaJHtton  
5or xnlon or7anH7. Anl ix0contract hnthrhYHto 0l CONVQUTANT 5or  
Bor; to Oh )hr5ors hY xnYhr tfH Contract s xit HcJxYh an FhntHdaJ  
)roj Hlon.

#### APTICUE / 1

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONVQUTANT ifaJl cos )Jl Bthf tfh Wrrj Hh Contractor F or; hr  
Phthntlon OrYHanch, UAAC Wictlon 14./ 6 ht ih”., ai as hnYhY 5ros tH h  
to tH h. Anl ix0contract hnthrhYHto 0l CONVQUTANT 5or Bor; to Oh  
)hr5ors hYxnYhr tfH Contract s xit HcJxYh an FhntHdaJ )roj Hlon.

#### APTICUE / 2

#### **ACCESS AND ACCOMMODATIONS**

CONVQUTANT rh) rhihnti anYchrtthi tfat’

- A. CONVQUTANT ifaJl cos )Jl Bthf tfh As hrHani Bthf DHla0Hthi  
Act, ai as hnYhY, 32 Q.WC. Wictlon 12141 ht ih”., tfh Phfa0Htation  
Act o5 19y/, ai as hnYhY, 29 Q.WC. Wictlon y41 ht ih”., tfh IaH  
d oxih7 Act, anYH H )Jhs hnth7 rh7xJatloni anYanl ix0ih”xhnt  
as hnYs hnti, anYCaJHornH Voj hrns hnt CoYh Wictlon 111/ vp
- G. CONVQUTANT ifaJl not YHcrH Hhath on tfh 0aiH o5 YHla0Hthl or  
on tfh 0aiH o5 a )hrionki rhJatlonifH to, or aiiocHation Bthf, a  
)hrion Bfo fai a YHla0Hthl p
- C. CONVQUTANT ifaJl )roj Fh rhaiona0Jh accos s oYatlon x)on  
rh”xhit to hnixrh h”xaJ acchii to ClTw-5xnYhY )ro7ras i, i hrj Hhi  
anYactHthip
- D. Conitrxctlon BHJ Oh )hr5ors hY H accorYanch Bthf tfh Qnl5ors

I hYhraJ Acchii ~~IOHHL~~ WanYarYi bQI AW\*, 23 C.I .P. eart 34panY

E. Tfh 0xHYH7i anY 5acH~~HHH~~ xihY to )roj Hh ihrj Hhi xnYhr tfH Contract arh H cos ) Jhanch B~~Hf~~ tfh ShYhraJ anYitath itanYarYi 5or acchii ~~IOHHL~~ ai iht 5ortf H tfh 2414 ADA WanYarYi, CaJ~~HornH~~ THh 23, Cfa) thr 11, or otfhr a)) Jda0Jh ShYhraJ anYitath JaB.

CONVQUTANT xnYhri tanYi tfat CLTw H rhJ H7 x) on tfhih chrt~~Htati~~oni anYrh) rhi hntat~~oni~~ ai a conY~~Hlon~~ to 5xnYH7 tfH Contract. Anl ix0contract hnthrhY Hto 0l CONVQUTANT 5or Bor; to 0h )hr5ors hY xnYhr tfH Contract s xit HcJxYh an Y~~hntH~~aJ)roj H~~Hlon~~.

#### APTICUE //

#### **WAIVER**

A BaJ~~hr~~ o5 a Yh5axJt o5 anl )art, thrs or )roj H~~Hlon~~ o5 tfH Contract ifaJ not 0h conitrxhYai a BaJ~~hr~~ o5 anl ixcehhYH7 Yh5axJt or ai a BaJ~~hr~~ o5 tfh )art, thrs or )roj H~~Hlon~~ HhJ5. A )artl ki )hr5ors anch a5hr tfh otfhr )artl ki Yh5axJt ifaJ not 0h conitrxhYai a BaJ~~hr~~ o5 tfat Yh5axJt.

#### APTICUE / 3

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONVQUTANT s al not, xnJhii Hfai 5~~hit~~ o0taHhYtfh Br~~Hthn~~) hrs H~~Hlon~~ o5 tfh CLTw’

ba“ AiiHn or otfhrB~~Hh~~ aJ~~Hnath~~ anl o5 H~~H~~ rHfti xnYhr tfH Contract, HcJxYH7 tfh rHft to )al s hntpor

b0“ DhJh7ath, ix0contract, or otfhrB~~Hh~~ trani 5hr anl o5 H~~H~~ YxtH~~hi~~ xnYhr tfH Contract.

#### APTICUE / v

#### **PERMITS**

CONVQUTANT anYH~~H~~ Y~~Hhctori~~, o55~~Hhri~~, )artnhri, a7hnti, hs )Jol hhi anY ix0conixJtanti, to tfh hnthnt aJJoBhYfhrhxnYhr, ifaJ o0taH anYs aH~~taH~~ aJ J~~Hhnihi~~, )hrs H~~H~~, chrt~~Htati~~oni anY otfhr Yocxs hnti nhchiiarl 5or CONVQUTANTkW) hr5ors anch fhrhxnYhr anYifaJ) al anl 5~~hi~~ rh”xHhY tfhrh5or. CONVQUTANT chrt~~Hh~~ to H s hY~~athJ~~ not~~H~~ tfh CLTw o5 anl ixi)hni~~Hlon~~, thrs H~~atlon~~, Ja)ihi, non-rhnhBaJi, or rhi~~trHt~~oni o5 J~~Hhnihi~~, )hrs H~~H~~, chrt~~Htati~~hi, or otfhr Yocxs hnti.

#### APTICUE / 6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONVQUTANT ifaJ)ros )tJ )al Bfhn YxhaJ as oxnti )al a0Jh 5or Ja0or anYs athr~~HJi~~ 5xrnHfhyH tfh )hr5ors anch o5 tfH Contract io ai to )rhj hnt anl J~~Hn~~ or otfhr cJa~~H~~ xnYhr anl )roj H~~Hlon~~ o5 JaB 5ros ar~~Hh~~7 a7a~~H~~it anl CLTw )ro)hrtl b~~HcJxYH~~7 rh)orti, Yocxs hnti, anY otfhr tan7~~HJh~~ or Htan7~~HJh~~ s attr )roYchY 0l CONVQUTANT fhrhxnYhr“, a7a~~H~~it



CONTRACTANT shall not be liable for any damages, or a fee for the use of the contract, or any other costs or expenses incurred by the contractor in connection with the contract.

ARTICLE 7

**BEST TERMS**

The contract shall be subject to the terms and conditions of the contract, CONTRACTANT, if a fee for the use of the contract, or any other costs or expenses incurred by the contractor in connection with the contract.

ARTICLE 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTANT shall be responsible for the Contractor's performance and for the Contractor's compliance with the terms and conditions of the contract.

ARTICLE 9

**BREACH**

Contractor shall be liable for any breach of the contract, and for any damages, or a fee for the use of the contract, or any other costs or expenses incurred by the contractor in connection with the contract.

ARTICLE 34

**SLAVERY DISCLOSURE ORDINANCE**

CONTRACTANT shall be responsible for the Contractor's performance and for the Contractor's compliance with the terms and conditions of the contract.

ARTICLE 31

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Contractor shall be liable for any breach of the contract, and for any damages, or a fee for the use of the contract, or any other costs or expenses incurred by the contractor in connection with the contract.

or canYHathi 5or hJhethYCLTw o55th 5or tBhJ h s ontfi a5thr tfH Contract H iHnhY. AYYHonaJl, a CONVQUTANT ix0qct to Cfarthr Wictlon 3y4bc“bl2“ H rh”xHhY to cos )Jl Bff YhcJoixrh rh”xHh hnti Ol ix0s Hh7 a cos )JhthY anY iHnhY EtfH Cos s Hlon Iors vv anY to as hnY tfh H5ors atlon H tfat 5ors ai i)hcHhY Ol JaB. Anl CONVQUTANT ix0qct to Cfarthr Wictlon 3y4bc“bl2“ ifaJl HcJxYh tfh 5oJloBh7 notHh H anl contract Bff anl W0conixJtant hm) hethYto rhchJh at Jhait \$144,444 5or )hr5ors anch xnYhr tfH Contract’

gNotHh Ph7arYH7 PhitrHtHoni on Cas )aHn ContrHxtHoni anY IxnYraHh7 H CHl EJhetHoni

wox arh a ix0conixJtant on CHl o5 Uoi An7hJhi Contract #\_\_\_\_\_. exrixant to tfh CHl o5Uoi An7hJhi Cfarthr Wictlon 3y4bc“bl2“ anY rhJathY orYHanchi, lox anY loxr )rHcHJaJi arh )rofHhY 5os s a; Hh7 cas )aHn contrHxtHoni to anY 5xnYraHh7 5or chrtaH hJhethY CHl o5 Uoi An7hJhi bgCLTw(“ o55th aJi anY canYHathi 5or hJhethY CLTw o55th 5or tBhJ h s ontfi a5thr tfh CLTw contract H iHnhY. wox arh rh”xHhY to )roj Hh tfh nas hi anY contact H5ors atlon o5 loxr )rHcHJaJi to tfh CONVQUTANT anY to as hnY tfat H5ors atlon Bff H thn 0xi Hhi i Yal i H H cfan7hi YxrH7 tfh tBhJ h s ontf tH h )hrHhY. I aHxrh to cos )Jl s al rhixJt H thrs Hatlon o5tfH Contract anY anl otfhr aj aHa0Jh Jh7aJ rhs hYHh. In5ors atlon a0oxt tfh rhitrHtHoni s al Oh 5oxnY onJHh at htfH. JacHl .or7 or Ol caJHh7 tfh Uoi An7hJhi CHl EtfH Cos s Hlon at b21/“9y8-1964.(

## APTICUE 32

## **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT ifaJl cos )Jl Bff tfh I Ht Wxrch d Hh7 OrYHanch, UAAC Wictlon 14.33 ht ih”, ai as hnYhY 5os tH h to tH h. Anl ix0contract hnthrhY Hto Ol CONVQUTANT 5or Bor; to Oh )hr5ors hY xnYhr tfH Contract s xit HcJxYh an HhntHJaJ)roj Hlon.

## APTICUE 3/

## **IRAN CONTRACTING ACT**

In accorYanch Bff CalJornH ex0JH Contract CoYh Wictloni 2244-2248, aJl OHYhri ix0s Hh7 )ro)oaJi 5or, hnthrh7 Hto, or rhnhBH7 contracti Bff tfh CHl o5Uoi An7hJhi 5or 7ooYi anYihrj Hhi hitH athYat \$1,444,444 or s orh arh rh”xHhY to cos )Jhth, iHn, anY ix0s H tfh glran ContractH7 Act o52414 Cos )Jhanch ASSHaj H(.

## APTICUE 33

## **SUSPENSION**

At CLTwkWi oJh YHcrhtHn, CLTw s al ixi)hnYanl or aJi hrj Hhi )roj HhY xnYhr tfH Contract Ol )roj Hh7 CONVQUTANT Bff BrHhnh notHh o5 ixi)hni Hn. Q) on rhchJt o5tfh notHh o5ixi)hni Hn, CONVQUTANT ifaJl H s hYHthJl chaih tfh i hrj Hhi ixi)hnYhYanY ifaJl not Hcxr anl aYYHonaJ o0JHtatHni, coiti or hm) hnihi to CLTw xntH CLTw 7HJhi BrHhnh notHh to

rhcos s hnch tfh i hrj Hhi.

APTICUE 3v

**DATA PROTECTION**

- A. CONVQUTANT ifaJJ )rothct, xiH7 tfh s oit ihcxrh s hani anY thefnoJo7l tfat Hl cos s hrcHJJl aj aHa0Jh, CLTw-)roj FhY Yata or conixs hr-)roj FhY Yata ac"xHhY Hl tfh coxrih anY ico)h o5 tfHl Contract, HlcJxYH7 0xt not JH HhYto exitos hr JHti anY exitos hr crhYHl carY or conixs hr Yata, bcoJhctHhJl, tfh gCHl Data(“ CONVQUTANT ifaJJ notHl CLTw Hl BrHh7 ai ioon ai rhaiona0Jl ShaiHJh, anY Hl anl hj hnt BHH Hl tBhntl-5oxr foxri, o5 CONVQUTANTkW YHcoj hrl or rhaiona0Jh OhH5 o5 anl xnaxtforHhY acchii o5 CHl Data ba gData Grhacf(“ or o5 anl HlcHhnt a55hctH7, or ) othntHJJl a55hctH7 CHl Data rhJathYto cl 0hr ihcxrHl ba gWcxrHl IncHhnt(“ HlcJxYH7, 0xt not JH HhYto, YhnHJ o5 i hrj Hh attac; , anYiliths oxta7h, Hita0Hh or Yh7raYatHn Yxh to cos )xthr s aJBarh or jHxi. CONVQUTANT ifaJJ Oh7Hl rhs hYatHn Hs hYHhJl. CONVQUTANT ifaJJ )roj Fh YaHl x) Yathi, or s orh 5h”xhntJl Hrh”xHhY0l CLTw, rh7arYH7 5HhYH7i anYactHni ) hr5ors hY0l CONVQUTANT xntHtfh Data Grhacf or WcxrHl IncHhnt fai 0hln h55hctHhJl rhioJh hY to CLTwkW iatH5actHn. CONVQUTANT ifaJJ conYxct an Hh hitHtation o5 tfh Data Grhacf or WcxrHl IncHhnt anY ifaJJ ifarh tfh rh)ort o5 tfh Hh hitHtation BHH CLTw. At CLTwkWioJh YHcrhtHn, CLTw anY Hl axtforHhY a7hnti ifaJJ faj h tfh rHft to JhaY or )artHhath Hl tfh Hh hitHtation. CONVQUTANT ifaJJ coo) hrath 5xJl BHH CLTw, Hl a7hnti anYJaB hn5orchs hnt.
- G. L5 CLTw Hl ix0qct to JH0Hh 5or anl Data Grhacf or WcxrHl IncHhnt, tfhn CONVQUTANT ifaJJ 5xJl HhYhs nHl anY foJY fars Jhii CLTw anY Yh5hYa7aHh it anl rhixJH7 actHni.

APTICUE 36

**CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONVQUTANT ifaJJ cos )Jl BHH tfh CHl Contractorik Qih o5 CrH HhAJ d Htorl 5or ConiHhration o5 Es )Jol s hnt A))Jdationi OrYHanch, UAAC WctHn 14.38 ht ih”. ai as hnYhY 5ros tH h to tH h. Anl ix0contract hnthrhY Hto 0l CONVQUTANT 5or Bor; to 0h )hr5ors hY xnYhr tfHl Contract s xit HlcJxYh an HhntHhAJ )roj HhHn.

APTICUE 3y

**LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

NotBHH itanYH7 anl otfhr )roj HhHn o5tfHl Contract, HlcJxYH7 anl hnfH0Hl or attacfs hnti Hhcor)orathYtfhrhHl, anY Hl orYhr 5or CLTw to cos )Jl BHH

Hi 7oj hrnH7 Jh7aJ rh"xHhs hnti, CLTw ifaJJ faj h no o0JH7atlon to s a; h anl )al s hnti to CONWQUTANT xnJhii CLTw ifaJJ faj h 5Ht s aYh an a) )ro)rH7atlon o5 5xnYi h"xaj to or H hnechi o5 Hi o0JH7atlon to s a; h anl )al s hnti ai )roj FhY H tfH Contract. CONWQUTANT a7rhi tfat anl i hrj Hhi )roj FhY01 CONWQUTANT, ) xrefaihi s aYh 01 CONWQUTANT or hm) hnihi HcxrrhY01 CONWQUTANT H hnechi o5 tfh a) )ro)rH7atloni " ifaJJ 0h 5rhh anYBHf oxt cfar7h to CLTw anYCLTw ifaJJ faj h no o0JH7atlon to )al 5or tfh i hrj Hhi, ) xrefaihi or hm) hnihi. CONWQUTANT ifaJJ faj h no o0JH7atlon to )roj Fh anl i hrj Hhi, )roj Fh anl h"xHs hnt or Hcxr anl hm) hnihi H hnechi o5 tfh a) )ro)rH7athY as oxntbi " xntH CLTw a) )ro)rH7athi aYH7H7onaJ 5xnYi 5or tfH Contract.

#### APTICUE 38

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

CONWQUTANT ifaJJ cos )Jl BHf aJJ FhntH7 tfh5 JaBi HcJxYH7 BHf oxt JH H7atlon, JaBi rhJathY to' bl" )al s hnt Yhj Hhi p b2" crhYH anY Yh0H carY 5raxYpanYb' " tfh I aH anY Accx Rath CrhYH Traniactloni Act bgl ACTA(" HcJxYH7 H rh"xHhs hnt rhJath7 to tfh conthtnt o5 traniactlon rhchHti )roj FhY to Cxitos hri. CONWQUTANT aJio ifaJJ cos )Jl BHf aJJ rh"xHhs hnti rhJathY to s aH7aH7H7 cos )Jlanch BHf eals hnt CarY InYxitrI Data WcxrH7 WanYarYi bgeCLDWW(" DxrH7 tfh )hr5ors anch o5 anl i hrj Hh to H7aJ, )ro7ras or x)Yath )al s hnt Yhj Hhi h"xH) hY to conYxet crhYH or Yh0H carY traniactloni, HcJxYH7 eCLDWWi hrj Hhi, CONWQUTANT ifaJJ j hrH7 )ro) hr trxncaH7on o5 rhchHti H cos )Jlanch BHf I ACTA.

#### APTICUE 39

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

CaJH7ornH ex0JH7 Phioxrchi CoYh Wictlon v163 )rof H7H7 a )x0JH7 a7hncI 5ros fH7H7 a )hri on 5or hs )Jol s hnt or ai a j oJxnthhr to )hr5ors i hrj Hhi at anl )ar; , )Jal 7roxnY, or cos s xnH7 chnthr xi hY 5or rhcrhatH7onaJ )xr) oi hi H a )oiH7on tfat fai ix) hrj H7orl or YHcH7H7arl axtforH7 oj hr anl s H7or, H7tfh )hri on fai 0h7n conj H7thYo5 chrtaH7 crH7 hi ai rh5hrhchYH7 tfh ehnaJ CoYh anY artH7xJathY H CaJH7ornH ex0JH7 Phioxrchi CoYh Wictlon v163ba"b2".

I5 a) )JH7a0Jh, CONWQUTANT ifaJJ cos )Jl BHf CaJH7ornH ex0JH7 Phioxrchi CoYh Wictlon v163, anY ifaJJ aYH7H7onaJl aYfhrh to aJJ rxJhi anY rh7xJatloni tfat faj h 0h7n aYo)thY or tfat s al 0h aYo)thY 01 CLTw. CONWQUTANT H rh"xHhY to faj h aJJ hs )Jol hhi, j oJxnthhri anY W70conixJtanti bHcJxYH7 aJJ hs )Jol hhi anY j oJxnthhri o5 anl W70conixJtant" o5 CONWQUTANT Bor; H7 on )rhs Hhi to )aii a 5H7hr) rH7 anY 0ac; 7roxnY cfhc; tfrox7f tfh CaJH7ornH Dh)arts hnt o5 uxi tH7 at CONWQUTANTkWi oJh hm) hni h, H7YH7aH77 tfat i xcf H7YH7Yxai

faj h nhj hr 0hhn conj HthYo5chrtaH crH hi ai rhShrhncYH tfhehnaJCoYh anYartHxJathYH CaJHornH ex0JH Phioxrchi CoYh Wictlon v163ba'42"; H tfh HhYjHxaj BHJ faj h ix)hrj Hlorl or YHcHJHmarl axtforHl oj hr anl s Hhor.

APTICUE v4

**POSSESSORY INTERESTS TAX**

PHfti 7ranthY to CONWQUTANT 0l CITw s al crhath a )oiihiorl Hthrhith. CONWQUTANT a7rhhit tfat anl )oiihiorl Hthrhith crhathYs al 0h ix0qct to CaJHornH Phj hnxh anYTanatlon CoYh Wictlon 14y.6 anYa )ro)hrtl tam s al 0h Jhj HhY on tfat )oiihiorl Hthrhith. IS a))JHda0Jh, CONWQUTANT ifaJJ)al tfh )ro)hrtl tam CONWQUTANT ac; noB.JhY7hi tfat tfh notHh rh"xHhY xnYhr CaJHornH Phj hnxh anY Tanatlon CoYh Wictlon 14y.6 fai 0hhn )roj HhY.

APTICUE v1

**CONFIDENTIALITY**

AJJ Yocxs hnti, Hh5ors atlon anYs athrHJi )roj HhYto CONWQUTANT 0l CITw or Yhj hJo)hY 0l CONWQUTANT )xrixant to tfH Contract bcoJhctHjhJl gConSHhntHJ In5ors atlon("arh conSHhntHJ. CONWQUTANT ifaJJ not )roj Hh or YHcJoi h anl ConSHhntHJ In5ors atlon or tfhH conthnti or anl Hh5ors atlon tfhrhH, hHf hr oraJJ or H BrHh7, to anl )hrion or hntHl , hncH)t ai axtforHhY0l CITw or ai rh"xHhY0l JaB. CONWQUTANT ifaJJ H s hYHthJl notH CITw o5 anl atths )t 0l a tfHhY)artl to o0taH acchii to anl ConSHhntHJ In5ors atlon. TfH )roj Hhlon BHJ ixrj Hjh hm) Hatlon or thrs Hatlon o5tfH Contract.

APTICUE v2

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

QnJhii otfhrBHh hnhs )t H accorYanch BHf tfh )roj Hhloni o5 tfH OrYHanch, tfH Contract H ix0qct to tfh DHcJoixrh o5 GorYhr F aJJ ContractH7 OrYHanch, Wictlon 14.v4 o5 tfh Uoi An7hJhi AYs HhHtratHjh CoYh, ai s al 0h as hnYhY5ros tH h to tH h. CONWQUTANT chrtHhH tfat H fai cos )JHBYBHf tfh a))JHda0Jh )roj Hhloni o5tfH OrYHanch. I aHkrh to 5xJJ anYaccxrathJl cos )Jhth tfh a55Yaj Hs al rhixJt H thrs Hatlon o5tfH Contract.

APTICUE v/

**COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Es )Jol hhi o5 ConixJtant anYor )hrionl Bor; H7 on H 0hfaj5, HcJxYH7, 0xt not JH HhY to, ix0conixJtanti bcoJhctHjhJl , gContractor ehriionnh(" BfHh )hr5ors H7 i hrj HhH xnYhr tfH Contract anY)rHr to HthractH7 H )hrion BHf CHl hs )Jol hhi, contractori, j oJxnthhri, or s hs 0hri o5 tfh )x0JH bcoJhctHjhJl , gIn-ehri on Whrj HhH("s xit 0h 5xJJ j accHhathYa7aHhit

tfh noj hJ coronaj Hxi 2419 bgCOS ID-19(“ gl xJl j accHmathY( s hani tfat  
13 or s orh Yal i faj h )aiihYiHch Contractor ehriionnhJ faj h rhchJhYtfh  
5haJ Yoih o5 a tBo-Yoih COS ID-19 j accHh i hrHh bMoYhrna or eSHhr-  
GHNTcf“ or a iH7Jh Yoih o5 a onh-Yoih COS ID-19 j accHh buofnion &  
uofnionzaniihn“ anY aJJ 0ooithr Yoih rhcos s hnYhY 0l tfh Chnthri 5or  
DHhaih ControJanYerhj hntlon. erlor to aiiH7nH7 Contractor ehriionnhJ to  
)hr5ors In-ehriion Wrj lchi, ConixJtant ifaJJ o0taH )roo5 tfat ixcf  
Contractor ehriionnhJ faj h 0hln 5xJJ j accHmathY. ConixJtant ifaJJ rhtaH  
ixcf )roo5 5or tfh Yocxs hnt rhthntlon )hrloY iht 5ortf H tfH Contract.  
ConixJtant ifaJJ 7rant s hYdaJ or rhJHxi hnhs )tloni bgEnhs )tloni (“ to  
Contractor ehriionnhJ ai rh”xHhY 0l JaB. I5 ConixJtant BHfhi to aiiH7n  
Contractor ehriionnhJ BHf Enhs )tloni to )hr5ors In-ehriion Wrj lchi,  
ConixJtant ifaJJ rh”xHh ixcf Contractor ehriionnhJ to xnYhr7o Bh; JI  
COS ID-19 thi tH7, BHf tfh 5xJJ coit o5 thi tH7 to 0h 0ornh 0l ConixJtant.  
I5 Contractor ehriionnhJ thit )oiHJh, tfhl ifaJJ not 0h aiiH7nhY to )hr5ors  
In-ehriion Wrj lchi or, to tfh hnthtn tfhl faj h aJhaYl 0hln )hr5ors H7 In-  
ehriion Wrj lchi, ifaJJ 0h H s hYathJl rhs oj hY 5ros tfoih aiiH7ns hnti.  
I xrtfhrs orh, ConixJtant ifaJJ H s hYathJl notH CHl I5 Contractor  
ehriionnhJ )hr5ors H7 In-ehriion Wrj lchi bl“ faj h thithY )oiHJh 5or or  
faj h 0hln YH7noi hYBHf COS ID-19, b2“ faj h 0hln H5ors hY0l a s hYdaJ  
)roShi iHnaJ tfat tfhl arh JHhJl to faj h COS ID-19, or b/ “s hht tfh crHhrH  
5or HoJatlon xnYhr a) )Jda0Jh 7oj hrns hnt orYhri.

EXCEeT AWEXePEWUw MODII IED fhrhH, tfh Contract hnhcxthYon \_\_\_\_\_  
rhs aHh xncfan7hY.

IN F ITNEWWF dEPEOI, tfh )artHh fhrhto faj h hnhcxthYtfH As hnYs hnt No. \_\_\_\_\_ on tfh  
Yal anYl har BrHh 0hJoB.

**TETRA TECH**

**By: Jinsoa Fussel, P.E.**

**Title: Vice Presideat**

**Dnte:**

**CITY OF LOS ANGELES**

**By: Greg Good**

**Title: Presideat, Bonrd of Public Works**

**Dnte:**

**By:**

**Dnte:**



**ATTEST:**

d OUUw U. F OUCOTT, CHll CJhr;

**By:**

**Dnte:**

**APPROVED AS TO FORM:**

MICd AEUN. I EQEP, CHll Attornhl

**By:**

**Title: Assistnat City Attoraey**

**Dnte:**

AMENDMENT NO. 1

to

Contract No. C-129664

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW WASTE WATER TREATMENT PLANT

between

the City of Vancouver

and

the Board of Directors of the  
Vancouver Water Board

AMENDMENT NO. 1 TO CONTRACT NO. C-129664, I O P e P E - R Q A U I I E D O N - C A U U  
F A W E F A T E P A N D E N S I P O N M E N T A U E N V I N E E P I N V W E P S I C E W G E T F E E N T H E  
C I T W O I U O W A N V E U E W A N D F O O D A P D d C Q P P A N .

T f i s A m h n Y m h n t m o Y i s h s t f h C o n t r a c t h x h c u t h Y o n J u l y 1 2 , 2 0 1 7 , b h t B h h n t f h C i t y o 5  
U o s A n g h l h s ( f h r h i n a 5 t h r r h s h r r h Y t o a s " C I T W " ) a n Y F o o Y a r Y d C u r r a n ( f h r h i n a 5 t h r r h s h r r h Y t o  
a s " C O N W Q U T A N T " ) .

F I T N E W W E T H

F H E P E A W C I T W i s s u h Y a P h q u h s t 5 o r R u a l i 5 c a t i o n s ( P I R ) o n W p t h m b h r 2 9 , 2 0 1 6 5 o r  
p r o j h t m a n a g h m h n t , p l a n n i n g , Y h s i g n a n Y c o n s t r u c t i o n m a n a g h m h n t 5 o r B a s t h B a t h r a n Y  
s t o r m B a t h r r h l a t h Y p r o j h t s a n Y C O N W Q U T A N T s u b m i t t h Y a s t a t h m h n t o 5 q u a l i 5 c a t i o n s , i n  
r h s p o n s h ; a n Y

F H E P E A W C O N W Q U T A N T Y h m o n s t r a t h Y q u a l i 5 c a t i o n s t o p h r 5 o r m s a i Y s h r v i c h s a n Y  
B a s s h l h e t h Y b y C I T W s t a 5 5 b a s h Y o n t f h h v a l u a t i o n c r i t h r i a s h t 5 o r t f i n t f h P I R ; a n Y

F H E P E A W o n J u l y 1 2 , 2 0 1 7 , C o n t r a c t N o . C - 1 2 9 6 6 4 B a s a B a r Y h Y t o C O N W Q U T A N T ,  
t f h t h r m s o 5 B f i c f B i l l h x p i r h o n J u l y 1 1 , 2 0 2 2 ; a n Y

F H E P E A W t f h C O N W Q U T A N T i s c u r r h n t l y p r o v i Y i n g o n - c a l l B a s t h B a t h r a n Y  
h n v i r o n m h n t a l h n g i n h h r i n g s h r v i c h s 5 o r t f h v a r i o u s D h p a r t m h n t o 5 e u b l i c F o r k s p r o j h t s a n Y f a s  
t f h c a p a c i t y a n Y h x p h r i n c h Y p h r s o n n h l t o p r o v i Y h t f h r h q u i r h Y s h r v i c h s ; a n Y

F H E P E A W t f h C I T W a n Y C O N W Q U T A N T f a v h a g r h h Y t o h x t h n Y t f h t h r m o 5 t f h C o n t r a c t  
b y ' a Y Y i t i o n a l y h a r s t f r o u g f J u l y 1 1 , 2 0 2 7 ; a n Y

F H E P E A W t f h C I T W : W D h p a r t m h n t o 5 e u b l i c F o r k s , G u r h a u o 5 E n g i n h h r i n g , ( f h r h i n a 5 t h r  
r h 5 h r r h Y t o a s " G Q P E A Q " ) , i s t f h e r o g r a m M a n a g h r a n Y o v h r s h h s t f h C O N W Q U T A N T : W  
p h r 5 o r m a n c h o 5 t f i s C o n t r a c t ; a n Y

N O F , T H E P E I O P E , i n c o n s i Y h r a t i o n o 5 t f h 5 o r h g o i n g a n Y o 5 t f h b h n h 5 i t s B f i c f B i l l  
a c c r u h t f h p a r t i h s f h r h t o i n c a r r y i n g o u t t f h c o n Y i t i o n s o 5 t f i s A m h n Y m h n t N o . 1 , C o n t r a c t N o .  
C - 1 2 9 6 6 4 i s f h r h b y a m h n Y h Y a s 5 o l l o B s z

A P T I C U E 1

**DEFINITIONS**

No C f a n g h

A P T I C U E 2

**PROJECT DESCRIPTION**

A r t i c l h 2 i s f h r h b y a m h n Y h Y i n i t s h n t i r h t y t o r h a Y a s 5 o l l o B s z

O n c h r t a i n e u b l i c F o r k s p r o j h t s , t f h G u r h a u o 5 E n g i n h h r i n g p l a n s t o u t i l i / h  
c o n s u l t a n t s t o p r o v i Y h p r o g r a m m a n a g h m h n t , p r o j h t m a n a g h m h n t ,

planning, design and construction management for BasthBathr and stormBathr related projects, sometimes on an hourly basis, during the course of a ten-year period. These services may include, but are not limited to the overall planning, design and construction management of BasthBathr and stormBathr related projects such as conveyance systems, abatement facilities, pumping plants, treatment facilities, or control, recycling and reclaiming Bathr projects and other BasthBathr and stormBathr facilities on behalf of or planned by the CLW.

#### ARTICLE "

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article " is hereby amended to add Section "." to read as follows:

"." Phrasing of Phrases, Add and Phrases

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 CLW. These records shall be retained for a period of no less than five years from the date of the following: (1) final payment made by CLW, (2) the expiration of this Contract or (3) termination of this Contract. These records will be subject to examination and audit by authorized CLW personnel or CLW representatives at any time. CONTRACTOR shall provide any reports requested by CLW 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 CLW's written approval, submit the required information to CLW in an electronic format, e.g. QW's as of Year, at the expiration or termination of this Contract.

#### ARTICLE 4

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

Article 4 is hereby amended in its first paragraph to read as follows:

CLW designates Etan G. Fong as its ENVINEEP, representing the CLW in all matters relating to the scope of this Contract relating to the conduct and approval of the work to be performed. Fong may, with the approval of CLW, consult with CLW, and consult with CLW, or similar terms are used, they shall refer to the ENVINEEP. The ENVINEEP may designate an assistant to act in his stead.

## ARTICLE 5

### **TERM OF CONTRACT**

Article 5 is hereby amended in its entirety to read as follows:

Notwithstanding to whom provided, this term of this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated as provided under Article 14 or extended by amendment to this Contract.

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

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Mayor, Officer or Employer authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the City by the person designated by the City Council or by the Mayor, Officer or Employer authorized to enter into this Contract.

## ARTICLE 6

### **SUBCONSULTANT APPROVAL**

None

## ARTICLE 7

### **COMPENSATION, INVOICING AND PAYMENT**

None

## ARTICLE 8

### **SUCCESSORS AND ASSIGNS**

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

All of the terms, conditions, and provisions herein shall inure to the benefit of and bind upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Contract shall be made without the consent of the parties to this Contract as required under **Article 35**.

## ARTICLE 9

### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby amended in its entirety to read as follows:

All notices shall be made in Writing and may be given by personal delivery or by mail. Written notices sent by mail shall be registered by or certified and sent to the designated contact person for each party and addressed as follows:

To the City

Contact person:  
Address:

Ernest G. Fong, Division Engineer  
Bureau of Engineering  
Environmental Engineering Division  
12000 Sista Dahl Mar  
Engineering Division, With 200  
Sista Dahl Park, CA 9029"

To the CONTRACTOR

Contact person:  
Address:

Grian Dietrick, e.e., Client Manager  
K&K Construction, With 1700  
Los Angeles, CA 90017

ARTICLE 10

**STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS**

Intentionally left blank

ARTICLE 11

**ORDER OF PRECEDENCE**

Intentionally left blank

The Contract is hereby amended to include the following Articles:

ARTICLE 12

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

All titles, subtitles, or headings in this Contract shall be deemed to be subject to the interpretation or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties intended in the Contract. The singular shall include the plural; it shall be more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Each of the herein,



masculine, or neither gender shall be deemed to include the gender not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the COTW's option, one or more additional original texts of this Contract may also be retained by the COTW.

#### ARTICLE 13

#### **KEY CONSULTANT PERSONNEL**

- 13.1 QNTS shall provide or approve by the COTW, CONSULTANT shall use its own employees to perform the services described in this Contract. The COTW shall have the right to review and approve any personnel before they are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested by the COTW.
- 13.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENVIRONMENT's approval.
- 13.3 CONSULTANT agrees that personnel assigned to the positions at the commandment of services under this Contract shall serve in the positions as long as required by the COTW, and CONSULTANT shall not change personnel assigned to the positions without the consent and approval of the ENVIRONMENT, provided such consent shall not be unreasonably withheld.

#### ARTICLE 14

#### **TERMINATION**

##### **A. Termination for Convenience**

COTW may terminate this Contract for COTW's convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. COTW shall pay CONSULTANT its reasonable and allocable costs through the effective date of termination and its reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against COTW under this Contract. All claims and any obligations incurred by or for COTW under this Contract, including all intellectual property rights COTW is

hntitlhY to, sfall bhcomh CLTw prophrty upon tfh Yath o5 tfh thrmination. CONWQUTANT agrhhs to hxhcuth any Yocumhnts nhchssary 5or CLTw to phr5hct, mhmoriali/h, or rhcorY CLTw:W oBnhrsf ip o5 rigfts proviYhY fhrhin.

G. Thrmiation 5or Grhacf o5 Contract

1. Exchpt as proviYhY in Artiellh 22, i5 CONWQUTANT 5ails to phr5orm any o5 tfh provisions o5 tfis Contract or so 5ails to makh progrhss as to hnYanghr timhly phr5ormanch o5 tfis Contract, CLTw may givh CONWQUTANT Britthn notich o5 tfh Yh5ault. CLTw:W Yh5ault notich Bill in Yicath Bfhtfhr tfh Yh5ault may bh curhY anY tfh timh phrioY to curh tfh Yh5ault to tfh solh satis5action o5 CLTw. AYyitionally, CLTw:W Yh5ault notich may o55hr CONWQUTANT an opportunity to proviYh CLTw Bitf a plan to curh tfh Yh5ault, Bf icf sfall bh submitthY to CLTw Bitf in tfh timh phrioY alloBhY by CLTw. At CLTw:W solh Yiscrtion, CLTw may acchpt or rhjhet CONWQUTANT:W plan. I5 tfh Yh5ault cannot bh curhY or i5 CONWQUTANT 5ails to curh Bitf in tfh phrioY alloBhY by CLTw, tfhn CLTw may thrminath tfis Contract Yuh to CONWQUTANT:W brhacf o5 tfis Contract.
2. I5 tfh Yh5ault unYhr tfis Contract is Yuh to CONWQUTANT:W 5ailurh to maintain tfh insuranch rhquirhY unYhr tfis Contract, CONWQUTANT sfall immhYiathlyz (1) susphnY phr5ormanch o5 any shrvichs unYhr tfis Contract 5or Bf icf insuranch Bas rhquirhY; anY (2) noti5y its hmployhhs anY Wubconsultants o5 tfh loss o5 insuranch covhragh anY Consultant:s obligation to susphnY phr5ormanch o5 shrvichs. CONWQUTANT sfall not rhcommhnh phr5ormanch until CONWQUTANT is 5ully insurhY anY in complianch Bitf CLTw:Wrhquirhmhnts.
- ". I5 a 5hYhral or stath prochhYing 5or rhlih5 o5 Yhbtors is unYhrtakhn by or against CONWQUTANT, or i5 CONWQUTANT makhs an assignmhnt 5or tfh bhnh5it o5 crhYitors, tfhn CLTw may immhYiathly thrminath tfis Contract.
4. I5 CONWQUTANT hngaghs in any Yisf onhst conYuct rhlatY to tfh phr5ormanch or aYministration o5 tfis Contract or violaths CLTw:W laBs, rhgulations or policihs rhlatY to lobbying, tfhn CLTw may immhYiathly thrminath tfis Contract.

’ . Acts o5 Moral TurpituYh

a. CONWQUTANT sfall immhYiathly noti5y CITw i5 CONWQUTANT or any ' hy ehrson, as Yh5inhY bhloB, is cfarghY Bitf, inYicthY 5or, convicthY o5, plhaYs nolo conthnYhrh to, or 5or5hits bail or 5ails to apphar in court 5or a fharing rhlathYto, any act Bf icf constituths an o55hnsh involving moral turpituYh unYhr 5hYhral, stath, or local laBs (“Act o5 Moral TurpituYh”).

b. I5CONWQUTANT or a ' hy ehrson is convicthY o5, plhaYs nolo conthnYhrh to, or 5or5hits bail or 5ails to apphar in court 5or a fharing rhlathYto, an Act o5 Moral TurpituYh, CITw may immhYiathly thrminath tfis Contract.

c. I5CONWQUTANT or a ' hy ehrson is cfarghY Bitf or inYicthY 5or an Act o5 Moral TurpituYh, CITw may thrminath tfis Contract a5thr proviYing CONWQUTANT an opportunity to prhsnt hviYhncf o5 CONWQUTANT:Wability to phr5orm unYhr tfh thrms o5 tfis Contract.

Y. Acts o5 Moral TurpituYh incluYh, but arh not limithY toz violhnt 5hlonihs as Yh5inhY by ehnaI CoYh Wiction 667.’, crimhs involving Bhapons, crimhs rhsulting in shrious boYily injury or Yhatf, shrious 5hlonihs as Yh5inhY by ehnaI CoYh Wiction 1192.7, anY tfosh crimhs rh5hrhncfY in tfh ehnaI CoYh anY articulathY in Cali5ornia eublic Phsourchs CoYh Wiction ’ 164(a)(2); in aYyition to anY incluYing acts o5 murYhr, raph, shxual assault, robbhry, kiYnapping, fuman tra55icking, pimping, voluntary manslaughter, aggravathY assault, assault on a phach o55chr, mayf hm, 5rauY, Yomhstic abush, hlYhrly abush, anYcf ilYabush, rhgarYlhss o5 Bf htf hr sucf acts arh punisf ablh by 5hlony or misYhmhanor conviction.

h. I or tfh purposhs o5 tfis provision, a ' hy ehrson is a principal, o55chr, or hmployhh assignhY to tfis Contract, or oBnhr (Yirhctly or inYirhctly, tfrougf onh or morh inthrmhYarihs) o5thn phrchnt or morh o5 tfh voting poBhr or hquity inthrhsts o5 CONWQUTANT.

6. In the event that the Contract as provided in this section, the Client may procure, upon such terms as it may deem appropriate, services similar in scope as the work to be performed so that the Contractor shall be liable to the Client for all of its costs and expenses, including, but not limited to, any direct 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 the Contractor is not in default under the provisions of this section, or that the default is excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14 Termination for Convenience.

K The rights and remedies of the Client provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and independent consultants, and shall notify in writing all other parties to the contract by the time the terms of this Contract are in full force and effect of the termination.

## ARTICLE 17

## **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized by the parties hereto and approved pursuant to the provisions of **Article 5**.

## ARTICLE 16

## **INDEMNIFICATION AND INSURANCE**

### **16.1 Indemnification**

Except for the active negligence or willful misconduct of the Client, or any of its officers, directors, agents, employees, assigns, and successors in interest, the Contractor shall agree to indemnify, in the event of any of the following, the Client and any of its officers, directors, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, damages and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the Client, including but not

limiting to, costs of experts and consultants), damages or liability of any nature for death, loss of or injury to any person, including CONWQUTANT's employees and agents, or damage or destruction of any property of either party hereto or of either party, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONWQUTANT or its subconsultants of any tier. Piggybacking rights available to the Client under this provision are cumulative of those provided for elsewhere in this Contract and those of any other contract with the Client. The provisions of Article 16 shall survive expiration or termination of this Contract.

## 16.2 Insurance

During the term of this Contract and without limiting CONWQUTANT's obligation under the Client, CONWQUTANT shall provide and maintain at its expense, a program of insurance having the coverage and limits customarily carried by and actually arranged by CONWQUTANT, but not less than the amounts and types listed on the Required Insurance Minimum Limits sheet (Form V-146 in Exhibit D hereto), covering its operations hereunder. Each insurance shall conform to Client requirements established by the Charter, or Finance or policy, shall comply with the Insurance Contractual Requirements (Form V-146 in Exhibit D hereto) and shall not be subject to a form acceptable to the Office of the City Administrator, Risk Management. CONWQUTANT shall comply with all Insurance Contractual Requirements set forth in Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Contract.

## ARTICLE 17

### **INDEPENDENT CONTRACTORS**

CONWQUTANT is acting hereunder as an independent consultant and not as an agent or employee of the Client. CONWQUTANT shall not represent or otherwise be authorized to bind or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

18.1 CONWQUTANT warrants that the Work hereunder shall be completed in a manner consistent with professional standards practiced among firms within CONWQUTANT's profession, and the same or similar Work under the same or similar circumstances.

18.2 CONWQUTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and

otfhr shrvicehs 5urnisfhY by CONWQUTANT unYhr tfis Contract. CONWQUTANT sfall, at no aYititional cost to CLTw, corrhct or rhvish any hrrors, omissions, or otfhr Yh5cihncihs in its Yhsigns, YraBings, sphci5ications, rhports, calculations, anY otfhr shrvicehs.

1K" Tfh CONWQUTANT sfall hxfibit pro5hssional juYgmhnt in tfh ush o5 in5ormation 5urnisfhY by CLTw in Articl4. In tfh hvhnt tf at saiY in5ormation is not YhlivhrhYtimhly or tfat it is YiscovhrhY to bh incorrhct or mislhaYing, CONWQUTANT Bill noti5y tfh CLTw in a rhasonablh mannhr a5thr tfh Yiscovhry o5 sucf tarYinhss or incorrhct or mislhaYing in5ormation anY promptly makh a Yhthrmiation o5 its costs anY scfhYulh impact on tfis Contract, as Bhll as rhcommhnyations 5or tfh corrhction o5 sucf incorrhct or mislhaYing in5ormation.

1K4 CONWQUTANT sfall phr5orm sucf pro5hssional shrvicehs as may bh nhchssary to accomplisf tfh Bork rhquirhY to bh phr5ormhY unYhr tfis Contract in accorYanch Bitf tfis Contract.

1K' Exchpt as sphci5ihY in Articl4 16 anY as otfhrBish proviYhY in tfis Contract, tfh CONWQUTANT sfall bh anY sfall rhmain liablh, in accorYanch Bitf applicablh laB, 5or all Yamaghs to CLTw caushY by CONWQUTANT~~W~~ nhghlight phr5ormanch o5 any o5 tfh shrvicehs 5urnisfhY unYhr tfis Contract, hxxhpt 5or hrrors, omissions, or otfhr Yh5cihncihs to tfh hxtthnt attributablh to CLTw, CLTw-5urnisfhY Yata, or any tfrY party.

## APTICUE 19

## **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### **19.1 OBnhrsfip o5 Data anY Uichnsh**

19.1.1 Qnlhss otfhrBish proviYhY 5or fhrhin, all F ork eroYucts originathY anY prhparhY by CONWQUTANT or its subconsultants o5 any tihr unYhr tfis Contract sfall bh anY rhmain tfh hxclusivh prophrty o5 tfh CLTw 5or its ush in any mannhr it Yhhms appropriath. F ork eroYucts arh all Borks, tangibl h or not, crhathY unYhr tfis Contract incluYing, Bitfout limitation, Yocumhnts, mathrial, Yata, rhports, manuals, sphci5ications, artBork, YraBings, skhtcfhs, computhr programs anY Yatabashs, scfhmatics, pfotograpfs, viYho anY auYiovisual rhcorYings, sounY rhcorYings, marks, logos, grapfic Yhsigns, noths, Bhbsiths, Yomain namhs, invhntions, prochsshs, 5ormulas matthrs anY combinations tfrrho5, anY all 5orms o5 inthllhctual prophrty. CONWQUTANT fhrhby assigns, anY agrhhs to assign, all



goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights belonging in any form or mode of origin to the Contractor by CONTRACTANT under this Contract. CONTRACTANT shall have the right to execute any documents necessary for the Client to protect, memorialize, or enforce the Client's Work under the provisions of this Contract.

19.1.2 For the purpose of the basis for design calculations and engineering notes, such data shall be provided to the Client in (a) hard copy post binding(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

19.1.3 In all forms of work or products delivered to the Client that are not originated or prepared by CONTRACTANT or its subconsultants or any third party under this Contract, CONTRACTANT hereby grants a non-exclusive perpetual license to use such forms or products for any Client purposes.

19.1.4 CONTRACTANT shall not provide or disclose any forms or products to any third party without prior written consent of the Client.

19.1.5 All documents, information and pre-existing materials provided by Client to CONTRACTANT and its subconsultants arising out of or relating to this Contract shall remain the property of the Client. The CONTRACTANT may not use, distribute or otherwise make public in any manner, without the prior written consent of the Client, any of the information, documentation, or proprietary technology for the Client furnished by the Client prior to the Client's consent of the Client. CONTRACTANT shall have the right to execute any documents necessary for the Client to protect, memorialize, or enforce the Client's Work under the provisions of this Contract.

19.1.6 Any subcontract entered into by CONTRACTANT relating to this Contract, to the extent allocated to the Contractor, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subconsultants performing work under this Contract such that the Client's Work under the provisions of this Contract shall be performed by the Contractor or its subcontractors. I agree that CONTRACTANT will comply with the Client's request or to obtain the Client's compliance of its

subconsultants. But if such obligations of all subject CONTRACTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACT: WContract But if the CITw.

19.1.7 CONTRACTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITw irreparable harm. CITw may therefore hire and/or hire third parties to enforce its rights by seeking injunctive relief and/or specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITw from seeking or obtaining any other relief to which CITw may be entitled.

## 19.2 Intellectual Property Warranty

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

## 19." Intellectual Property Indemnification

19.".1 CONTRACTANT, at its own expense, undertakes and agrees to indemnify, in full, any and all damages, including, without limitation, reasonable attorneys' fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITw, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, material, matter, article, process, method, application, equipment, device, instrument, software, hardware, or firmware used by CONTRACTANT, or its subconsultants or any third party, in performing the work under this

Contract; or (2) as a result of the CWT: Wactual or in the YH  
of any F ork eroyuct 5urnisf hY by CONWQUTANT, or  
its subconsultants of any tih, unYhr tfh Contract. Pigfts anY  
rhmhYhs availablh to tfh CWT unYhr tfis provision arh  
cumulativh of tfosh proviYhY 5or hlshBfhrh in tfis Contract  
anY tfosh alloBhY unYhr tfh laBs of tfh QnithY Waths, tfh  
Wath of California, anYtfh CWT. Tfh provisions of **Article**  
**19** shall survivh hpiration or thrmination of tfis Contract.

19."2 In CONWQUTANT: WYh5hsh  
of tfh CWT Yh5hYants, nhgotiation, compromish, anY  
shthlmhnt of any sucf in5ringhmhnt action, tfh Uos Anghlsh  
City Attornhy: s O55ich shall rtain Yiscrhtion in anY control  
of tfh litigation, nhgotiation, compromish, shthlmhnt, anY  
apphals tfrh5rom, as rhquirhY by tfh Uos Anghlsh City  
Cfarthr, particularly Articlh IL, Wictions 271, 272 anY 27"  
tfrho5.

19." F fhrh any F ork eroyuct  
5urnisf hY by CONWQUTANT (a) bhcomhs tfh subjht of an  
action, (b) is aYuYicathY as in5ring a tfrY party: s  
Inthllhctual erophrtY rigft, or (c) fas its ush hnjoinhY or  
lichnsh thrminathY; CONWQUTANT shall, Bitf tfh CWT: W  
consht, Yo onh of tfh 5olloBing immhYathly.  
CONWQUTANT shall at its hxphnsh hitfhrz

i) procurh 5or tfh CWT tfh rigft or lichnsh to continuh  
using tfh F ork eroyuct; or

ii) rhplach tfh  
F ork eroyuct Bitf a 5unctionally hquivalhnt, non-  
in5ringing proyuct.

Exhrcish of any of tfh abovh-mhntionhY options shall not  
caush unYuh businhss inthrruption to tfh CWT or Yiminisf  
tfh inthnYhY bhnsh5ts anY ush of tfh F ork eroyuct by tfh  
CWT unYhr tfis Contract.

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON- DISCRIMINATION IN EMPLOYMENT**

Qnlhss otfrBish hxhmpt, tfis Contract is subjht to tfh applicablh non-  
Yiscrimination, hqual bhnsh5ts, hqual hmploymhnt practichs, anYa55irmativh  
action program provisions in UAAC Wiction 10.Kht shq., as amhnYhY 5rom  
timh to timh.

A. CONWQUTANT shall comply with applicable non-Discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, CONWQUTANT shall not discriminate in any of its firing 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 marital condition.

G. The requirements of Section 10.K2.1 of the UAAC, the Equal Goals Ordinance, and the provisions of Section 10.K2.1(5) are incorporated and may be a part of this Contract by reference.

C. The provisions of Section 10.K" of the UAAC are incorporated and may be a part of this Contract by reference and the Bill be known as the "Equal Employment practices" provisions of this Contract.

D. The provisions of Section 10.K4 of the UAAC are incorporated and may be a part of this Contract by reference and the Bill be known as the "Affirmative Action program" provisions of this Contract.

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

## ARTICLE 21

## **BUSINESS INCLUSION PROGRAM**

CONWQUTANT agrees and obligates itself to utilize the services of Minority Business Enterprises (MBE), Female Business Enterprises (FBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) firms on a level so significant in its proposal. CONWQUTANT certifies that it has complied with the Business Inclusion program outlined in the requirements of Mayor's Executive Directive 14, which is included as Attachment 7 to the Request for Qualifications. CONWQUTANT shall not engage any of the significant subcontractors or vendors of the project without prior written approval of the City provided that such approval will not be unreasonably withheld.

CONWQUTANT has submitted the list of potential MBE, FBE, SBE, DVBE, and OBE subcontractors (**Exhibit C – Schedule A**) along with this proposal. At the time a specific task or work is assigned to the consultant, the consultant must submit the Task Force or Work list of subcontractors (**Exhibit C - Schedule B**). During the term of the

contract, the CONTRACTANT must submit the MGF GE3WGE3EGE3DS GE30GE Qtili/ation ero5lh (**Exhibit C - Schedule C**) Bfhn submitting an invoice to the City. Upon expiration or termination of the contract, a summary of theh rheorYs sfall bh prhparhY on the 8l inal Wibconsulting Phport8 5orm (**Exhibit C - Schedule D**) anY chrti5hY corrhct by the CONTRACTANT or its autfori/hY rhprhshntativh. The complhthY 5orm sfall bh 5urnisfhY to the CITw Bitf in 1' Borking Yays a5thr hpiration or thrmination of the contract.

CONTRACTANT agrhhs anY obligaths itshl5 to utili/h the shrvichs of Minority, F omhn, Wnall, Emhrnging, DisablhYS hthran, anY Otfhr Gusinhss Enthprish (MGF GE3WGE3EGE3DS GE30GE) 5rms on a lhvhl so YhsignathY in its proposal, i5any. The CITw fas sht anticipathY participation lhvhs of 1K\$ MGE, 4\$ F GE, 2' \$ WGE, K\$ EGE, anY"\$ DS GE.

## ARTICLE 22

### **EXCUSABLE DELAYS**

Whitfhr party sfall bh liablh 5or its Yhlay or 5ailurh to phr5orm any obligation unYhr anY in accorYanch Bitf the Contract, i5 the Yhlay or 5ailurh arishs out of 5rhs, 5looYs, hartfquakhs, hpiYhmics, quarantinh rhstrictions, otfhr natural occurrhncs, strikhs, lockouts (otfhr tfan a lockout by the party or any of the party% Wibconsultants), 5higft hmbargohs, throrist acts, insurrhctions or otfhr civil Yisturbanchs, or otfhr similar hvhnts to tfo5h YhscribhY abovh, but in hacf cash the Yhlay or 5ailurh to phr5orm must bh bhyonY the control anY Bitf out any 5ault or nhglighnch of the party YhlayhY or 5ailing to phr5orm (thehsh hvhnts arh rh5hrrhY to in the provision as 8l orch Majhurh Evhnts8).

NotBitf stanYing the 5orhgoing, a Yhlay or 5ailurh to phr5orm by a Wibconsultant of CONTRACTANT sfall not constituth a I orch Majhurh Evhnt, unlhss the Yhlay or 5ailurh arishs out of 5caushs bhyonY the control of botf CONTRACTANT anY Wibconsultant, anY Bitf out any 5ault or nhglighnch of hitfhr of thehm. In sucf cash, CONTRACTANT sfall not bh liablh 5or the Yhlay or 5ailurh to phr5orm, unlhss the gooYs or shrvichs to bh 5urnisfhY by the Wibconsultant Bhrrh obtainablh 5rom otfhr sourchs in su55icihnt timh to phrmit CONTRACTANT to phr5orm timhly. As ushY in the Contract, the thrm 8Wibconsultant8 mhans a subconsultant at any tihr.

In the hvhnt CONTRACTANT:WYhlay or 5ailurh to phr5orm arishs out of a I orch Majhurh Evhnt, CONTRACTANT agrhhs to ush commhrcially rhasonablh bhst h55orts to obtain the gooYs or shrvichs 5rom otfhr sourchs, anY to otfhr Bish mitigath the Yamaghs anY rhYuch the Yhlay caushY by the I orch Majhurh Evhnt.

## ARTICLE 22

### **SEVERABILITY**

Would any portion of this Contract be Ythrmnh to be voi or unhn5orchabl, sucf sfall bh shvhrhY 5rom tfh Bfolh anYtfh Contract Bill continuh as moY5hY.

#### ARTICLE 24

#### **DISPUTES**

Would a Yispuh or controvhrsy arish conchrning provisions of this Contract or tfh phr5ormanch of Bork fhrhunYhr, tfh partihs may hlhet to submit sucf to a court of comphtnt jurisYiction.

#### ARTICLE 25

#### **ENTIRE CONTRACT**

This Contract shs 5ortf all of tfh rigfts anYutihs of tfh partihs Bitf rhsphct to tfh subjct matthr fhrho5, anYrhplachs any anYall prhvious Contracts or unYhrstanYings, Bfhtf hr Britthn or oral, rhlatng tfhrhto. This Contract may bh amhnYhY only as proviYhY 5or in Articl 1' fhrho5.

#### ARTICLE 26

#### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Eacf party 5ophr5ormanch fhrhunYhr sfall comply Bitf all applicabl laBs of tfh QnithY Waths of Amhrica, tfh Wath of Cali5ornia, anYtfh CITw, incluYng but not limithY to, laBs rhgarYng fhaltf anYsa5hty, labor anY hmploymhnt, Bagh anYfours anYlichnsng laBs Bfief a55hct hmploYhhs. This Contract sfall bh hn5orchY anYinthrprhthY unYhr tfh laBs of tfh Wath of Cali5ornia Bitf out rhgarY to con5lict of laB principlhs. CONWQUTANT sfall comply Bitf nhB, amhnYhY, or rhvishY laBs, rhgulations, anY3or prochYurhs tfat apply to tfh phr5ormanch of this Contract.

In any action arising out of this Contract, CONWQUTANT conshts to phrsonal jurisYiction, anY agrhhs to bring all sucf actions, hxclusivhly in stath or 5hYhral courts locathY in Uos Anghlhs

If any part, thrm or provision of this Contract is fhly voi, illhgal, unhn5orchabl, or in con5lict Bitf any laB of a 5hYhral, stath or local govhrnmhnt faving jurisYiction ovhr this Contract, tfh valiYity of tfh rhmainng parts, thrms or provisions of tfh Contract sfall not bh a55hcthY tfhrhby.

#### ARTICLE 27

#### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicabl, CONWQUTANT rhprshnts tfat it fas obtainhY anYprshntly folYs tfh Gusinhss Tax Phgistration Chrti5icath(s) rhquirhY by tfh CITwW Gusinhss Tax OrYnanch, Wction 21.00 *et seq.* of tfh Uos Anghlhs



Municipal CoYh. I or tfh thrm covhrhY by tfis Contract, CONWQUTANT sfall maintain, or obtain as nhchssary, all sucf ChrtiScaths rhquirhY o5 it unYhr tfh Gusinhss Tax OrYinanch, anYsfall not alloB any sucf ChrtiScath to bh rhvokhY or susphnYhY.

#### APTICUE 2K

#### **BONDS**

All bonYs rhquirhY by CITw sfall bh 5ilhY Bitf tfh O55ich o5 tfh City AYministrativh O55ichr, Pisk Managhmhnt 5or its rhvihB anYacchptanch in accorYanch Bitf Uos Anghlhs AYministrativh CoYh ("UAAC") Wction 11.47 ht shq., as amhnYhY 5rom timh to timh.

#### APTICUE 29

#### **CHILD SUPPORT ASSIGNMENT ORDERS**

Tfis Contract is subjhet to tfh CfilyWipport Assignmhnt OrYhrs OrYinanch, Wction 10.10 o5 tfh Uos Anghlhs AYministrativh CoYh, as amhnYhY 5rom timh to timh. CONWQUTANT is rhquirhY to complhth a ChrtiScation o5 Complianch Bitf CfilyWipport Obligations Bfief is attacfhY fhrhto as **Exhibit E** anYincorporathYfhrhin by tfis rh5hrhch. eursuant to tfh CfilyWipport Assignmhnt OrYhrs OrYinanch, CONWQUTANT Bill 5ully comply Bitf all applicablh stath anY5hYhral hmploymhnt rhporting rhquirhmnhts 5or CONWQUTANT:Whmploymhnt. CONWQUTANT sfall also chrti5y (1) tfat tfh principal oBnhr(s) o5 CONWQUTANT is (arh) in complianch Bitf any F agh anY Earnings Assignmhnt OrYhrs anY Notichs o5 Assignmhnt applicablh to tfhm phrsonally; (2) tfat CONWQUTANT Bill 5ully comply Bitf all laB5ully shrvhYF agh anYEarnings Assignmhnt OrYhrs anYNotichs o5 Assignmhnt in accorYanch Bitf Wction ' 2"0, *et seq.* o5 tfh Cali5ornia I amily CoYh; anY(") tfat CONWQUTANT Bill maintain sucf complianch tfrougfout tfh thrm o5tfis Contract.

eursuant to Wction 10.10(b) o5 tfh Uos Anghlhs AYministrativh CoYh, 5ailurh o5 CONWQUTANT to comply Bitf all applicablh rhporting rhquirhmnhts or to implhmnht laB5ully shrvhY F agh anY Earnings Assignmhnt OrYhrs anY Notichs o5 Assignmhnt, or tfh 5ailurh o5 any principal oBnhr(s) o5 CONWQUTANT to comply Bitf any F agh anY Earnings Assignmhnt OrYhrs or Notichs o5 Assignmhnt applicablh to tfhm phrsonally, sfall constituth a Yh5ault by tfh CONWQUTANT unYhr tfis Contract, subjhting tfis Contract to thrmination i5 sucf Yh5ault sfall continuh 5or morh tfan ninhty (90) Yays a5thr notich o5 sucf Yh5ault to CONWQUTANT by tfh CITw.

Any subcontract hnthrhY into by CONWQUTANT, to tfh hxthtnt alloBhY fhrhunYhr, sfall incluYh a likh provision 5or Bork to bh phr5ormhY unYhr tfis Contract. I ailurh o5 CONWQUTANT to obtain complianch o5 its subconsultants sfall constituth a Yh5ault by CONWQUTANT unYhr tfis Contract, subjhting tfis Contract to thrmination Bfhrh sucf Yh5ault sfall

continuh 5or morh tfan ninhty (90) Yays a5thr notich o5 sucf Yh5ault to CONWQUTANT by tfh CLTw.

CONWQUTANT chrti5hs tfat, to tfh bhst o5 its knoBlhYgh, it is 5ully complying Bitf tfh Earnings Assignmhnt OrYhrs o5 all hmployhhs, anY is proviYing tfh namhs o5 all nhB hmployhhs to tfh NhB Hirh Phgistry maintainhY by tfh Employmhnt Dhvhlopmhnt Dhpartmhnt as sht 5ortf in Wiction 7110(b) o5 tfh Cali5ornia eublic Contract CoYh.

#### APTICUE "0

#### **LIVING WAGE ORDINANCE**

CONWQUTANT sfall comply Bitf tfh Uiving F agh OrYinanch, UAAC Wiction 10."7 ht shq., as amhnYhY 5rom timh to timh. CONWQUTANT 5urtfhr agrhhs tfat it sfall comply Bitf 5hYhral laB proscribing rhtaliation 5or union organi/ ing. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tfis Contract must incluYh an iYhntical provision.

#### APTICUE "1

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONWQUTANT sfall comply Bitf tfh Wwrvich Contractor F orkhr Phthntion OrYinanch, UAAC Wiction 10."6 ht shq., as amhnYhY 5rom timh to timh. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tfis Contract must incluYh an iYhntical provision.

#### APTICUE "2

#### **ACCESS AND ACCOMMODATIONS**

CONWQUTANT rhprhshnts anYchrti5hs tfat z

- A. CONWQUTANT sfall comply Bitf tfh Amhricans Bitf Disabilitihs Act, as amhnYhY, 42 Q.WC. Wiction 12101 ht shq., tfh Phfabilitation Act o5 197", as amhnYhY, 29 Q.WC. Wiction 701 ht shq., tfh I air Housing Act, anY its implhmhnting rhgulations anY any subshquhnt amhnYmhnts, anY Cali5ornia Vovhrnmhnt CoYh Wiction 111" ;
- G. CONWQUTANT sfall not Yiscriminath on tfh basis o5 Yisability or on tfh basis o5 a phrson:s rhlationsfip to, or association Bitf, a phrson Bfo fas a Yisability;
- C. CONWQUTANT sfall proviYh rhasonablh accommoYation upon rhquhst to hnsurh hqual accchss to CLTw-5unYhY programs, shrvihs anYactivitihs;
- D. Construction Bill bh phr5ormhY in accorYanch Bitf tfh Qni5orm

Physical Accessibility Warranties (QIAWA), 24 C.I.P. part 40; and

- E. The buildings and facilities used to provide services under this Contract are in compliance with the physical and statistical standards for accessibility as set forth in the 2010 ADA Warranties, California Title 24, Chapter 11, or other applicable physical and statistical law.

CONTRACTOR understands that CITT is relying upon the representations and representations as a condition to signing this Contract. Any subcontract entered into by CONTRACTOR or Bork to be performed under this Contract must include an identical provision.

#### ARTICLE "

#### **WAIVER**

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

#### ARTICLE "4

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the CITT

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

#### ARTICLE "'

#### **PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees and subconsultants, to the extent allowed by law, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR to perform the work and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITT of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certifications, or other documents.

#### ARTICLE "6

#### **CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay before due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITT property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR), against

CONTRACTOR's rights to payments from you, or against the CITW, and you shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 7

**BEST TERMS**

Throughout the term of this Contract, CONTRACTOR, shall offer CITW the best terms, prices, and discounts that are offered to any other CONTRACTOR: We customers for similar goods and services provided under this Contract.

ARTICLE 8

**CONTRACTOR RESPONSIBILITY ORDINANCE**

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

ARTICLE 9

**BREACH**

Except for excusable delays as described in **Article 22**, if any party fails to perform, in whole or in part, any promise, covenant, or agreement that it has made, or if any party breaches any representation made by it or another party, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of the State. All rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, such as a penalty or forfeiture, or be unjustly enriched.

ARTICLE 10

**SLAVERY DISCLOSURE ORDINANCE**

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, UAC 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.

ARTICLE 11

**RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Notwithstanding to whom this Contract is valued at \$100,000 or more and any requires approval by an elected CITW officer, CONTRACTOR, CONTRACTOR: We principals, and CONTRACTOR: We consultants together to receive at least \$100,000 for performance under this Contract, and the principals of those consultants (the "Political Entities") shall comply with Chapter Section 470(c)(12) and UAC Section 49.7. It is the intent of the CITW to terminate this Contract and to pursue all available legal remedies. Chapter Section 470(c)(12) and UAC Section 49.7 shall limit the ability of the Political Entities to make campaign contributions to any agency in San Francisco for certain elected CITW officials.

or canYiYaths 5or hlhethY CITw o55ich 5or tBhlv montf's a5thr tf is Contract is signhY. AYYitionally, a CONWQUTANT subjhet to Cfarthr Wction 470(c)(12) is rhquirhY to comply Bitf Yisclosurh rhquirhmnts by submitting a complhthY anY signhY Etfics Commission Iorm ' ' anY to amhnY tfh in5ormation in tfat 5orm as sphci5hY by laB. Any CONWQUTANT subjhet to Cfarthr Wction 470(c)(12) sfall incluYh tfh 5olloBing notich in any contract Bitf any Wibconsultant hxphtethY to rhchivh at llast #100,000 5or phr5ormanch unYhr tf is Contractz

“Notich PhgarYing Phstrictions on Campaign Contributions anY I unYraising in City Elhctions

wou arh a subconsultant on City o5 Uos Anghlhs Contract ~~#####~~ eursuant to tfh City o5 Uos Anghlhs Cfarthr Wction 470(c)(12) anY rhlatethY or Yinanchs, you anY your principals arh profibithY 5rom making campaign contributions to anY 5unYraising 5or chrtain hlhethY City o5 Uos Anghlhs (“CITw”) o55icials anY canYiYaths 5or hlhethY CITw o55ich 5or tBhlv montf's a5thr tfh CITw contract is signhY. wou arh rhquirhY to proviYh tfh namhs anY contact in5ormation o5 your principals to tfh CONWQUTANT anY to amhnY tfat in5ormation Bitf in thn businhss Yays i5 it cfanghs Yuring tfh tBhlv montf timh phrioY. I ailurh to comply may rhsult in thrmination o5 tf is Contract anY any otfhr availablh lhgal rhmhYihs. In5ormation about tfh rhstrictions may bh 5ounY onlinh at [etfics.lacity.org](http://etfics.lacity.org) or by calling tfh Uos Anghlhs City Etfics Commission at (213) 97K-1960.”

#### ARTICLE 42

#### **FIRST SOURCE HIRING ORDINANCE**

CONWQUTANT sfall comply Bitf tfh Iirst Wurch Hiring OrYinanch, UAAC Wction 10.44 ht shq., as amhnYhY 5rom timh to timh. Any subcontract hnthrhY into by CONWQUTANT 5or Bork to bh phr5ormhY unYhr tf is Contract must incluYh an iYhntical provision.

#### ARTICLE 43

#### **IRAN CONTRACTING ACT**

In accorYanch Bitf Cali5ornia eublic Contract CoYh Wctions 2200-220K, all biYYhrs submitting proposals 5or, hnthring into, or rhnhBing contracts Bitf tfh City o5 Uos Anghlhs 5or gooYs anY shrvichs hstimathY at #1,000,000 or morh arh rhquirhY to complhth, sign, anY submit tfh “Iran Contracting Act o5 2010 Complianch A55Yavit”.

#### ARTICLE 44

#### **SUSPENSION**

At CITw: Wsolh Yiscrhtion, CITw may susphnY any or all shrvichs proviYhY unYhr tf is Contract by proviYing CONWQUTANT Bitf Britthn notich o5 susphnsion. Qpon rhchipt o5 tfh notich o5 susphnsion, CONWQUTANT sfall immhYiathly chash tfh shrvichs susphnYhY anY sfall not incur any aYYitional obligations, costs or hxpnshts to CITw until CITw givhs Britthn notich to

the common law of the state.

#### ARTICLE 4

#### **DATA PROTECTION**

- A. CONTRACTOR shall protect, using the most secure means any technology that is commercially available, City-provided data or consumer-provided data acquired in the course of this Contract, including but not limited to customer lists and customer contact information or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify City in writing as soon as reasonably practicable, and in any event within thirty days, of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data relating to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, any 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 successfully resolved to City's satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall furnish the report of the investigation to City. At City's sole discretion, City and its authorized agents shall have the right to liaise or participate in the investigation. CONTRACTOR shall cooperate fully with City, its agents and law enforcement.
- G. If City is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless City and its officers and employees against any resulting actions.

#### ARTICLE 46

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONTRACTOR shall comply with the City Contractors: Query of Criminal History for Consideration of Employment Applications Ordinance, UAAC Section 10.4K 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.

#### ARTICLE 47

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for City to comply with



its governing legal requirements, CWT shall have no obligation to make any payments to CONWUTANT unless CWT 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. CONWUTANT agrees that any services provided by CONWUTANT, purchases made by CONWUTANT or expenses incurred by CONWUTANT in excess of the appropriation(s) shall be the net amount left over to CWT and CWT shall have no obligation to pay for the services, purchases or expenses. CONWUTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CWT appropriates additional funds for this Contract.

#### ARTICLE 4K

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

CONWUTANT shall comply with all identity theft laws including but not limitation, laws relating to (1) payment methods; (2) credit and debit cards; and ("") the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirements relating to the content of transaction receipts provided to Customers. CONWUTANT also shall comply with all requirements relating to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the term of the agreement of any service to install, program or update payment methods equipment to conduct credit or debit card transactions, including PCI DSS services, CONWUTANT shall verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 49

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from firing 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 specified in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONWUTANT 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 CWT. CONWUTANT is required to have all employees, volunteers and consultants (including all employees and volunteers of any consultant) of CONWUTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONWUTANT's sole expense, indicating that such individuals

favh nhvhr bhnn conviethYo5chrtain crimhs as rh5hrhncYin tfh ehna CoYh anYarticulathYin Cali5ornia eublic Phsourchs CoYh Wction ' 164(a)(2), i5 tfh inYiviYual Bill favh suphrvisory or Yisciplinary autfority ovhr any minor.

#### APTICUE ' 0

#### **POSSESSORY INTERESTS TAX**

Pigfts granthY to CONWQUTANT by CITw may crhath a possrssory intrhrst. CONWQUTANT agrhhs tfat any possrssory intrhrst crhathY may bh subjct to Cali5ornia Phvhnuh anYTaxation CoYh Wction 107.6 anY a proprty tax may bh lhvihY on tfat possrssory intrhrst. I5 applicablh, CONWQUTANT sfall pay tfh proprty tax. CONWQUTANT acknoBlhYghs tfat tfh notich rhquirhY unYhr Cali5ornia Phvhnuh anY Taxation CoYh Wction 107.6 fas bhnn proviYhY.

#### APTICUE ' 1

#### **CONFIDENTIALITY**

All Yocumhnts, in5ormation anYmathrials proviYhYto CONWQUTANT by CITw or YvhlophY by CONWQUTANT pursuant to tfis Contract (collhctivhly "Con5Yhntial In5ormation") arh con5Yhntial. CONWQUTANT sfall not proviYh or Yisclosh any Con5Yhntial In5ormation or tfhir conthnts or any in5ormation tflrhin, hitflr orally or in Briting, to any phrson or hntity, hxchpt as autfori/ hYby CITw or as rhquirhYby laB. CONWQUTANT sfall immhYathly noti5y CITw o5 any atthmpt by a tfirY party to obtain acchss to any Con5Yhntial In5ormation. Tfis provision Bill survivh hpiration or thrmination o5tfis Contract.

#### APTICUE ' 2

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Qnlhss otflrBish hxhmpt in accorYanch Bitf tfh provisions o5 tfis OrYinanch, tfis Contract is subjct to tfh Disclosurh o5 GorYhr F all Contracting OrYinanch, Wction 10.' 0 o5 tfh Uos Anghlhs AYministrativh CoYh, as may bh amhnYhY5rom timh to timh. CONWQUTANT chrti5ihs tfat it fas complihYBitf tfh applicablh provisions o5 tfis OrYinanch. I ailurh to 5ully anYaccurathly complhth tfh a55Yavit may rhsult in thrmination o5tfis Contract.

#### APTICUE ' "

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

Employhhs o5 Consultant anY3or phrsons Borking on its bhfal5, incluYing, but not limithY to, subconsultants (collhctivhly, "Contractor ehrsnnhl"), Bfilh phr5orming shrvihs unYhr tfis Contract anY prior to intrhacting in phrson Bitf City hmployhhs, contractors, volunthrs, or mhmhbhs o5 tfh public (collhctivhly, "In-ehrsn Wrrvihs") must bh 5ully vaccinathY against

the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor's last vaccination (whether a booster dose or a COVID-19 vaccine) or a single dose of a COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor's personnel to perform In-person Work, Consultant shall obtain proof that such Contractor's personnel have been fully vaccinated. Consultant shall retain such proof for the duration of the project and provide it to the City. Consultant shall grant medical or religious exemptions ("Exemptions") to Contractor's personnel as required by law. If Consultant wishes to assign Contractor's personnel to perform In-person Work, Consultant shall require such Contractor's personnel to undergo a COVID-19 test, with the full cost of the test to be borne by Consultant. If Contractor's personnel test positive, they shall not be assigned to perform In-person Work or, to the extent they have already begun performing In-person Work, shall be immediately removed from the assignment. Furthermore, Consultant shall immediately notify the City if Contractor's personnel performing In-person Work (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXCEPT WHERE MODIFIED herein, the Contract heretofore executed on ~~XXXXXXXXXXXX~~ remains unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 11th day of May 2020.

**WOODARD & CURRAN**

**By: Brian Dietrick, P.E.**

**Title: Client Manager**

**Date:**

**CITY OF LOS ANGELES**

**By: Greg Good**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOUUw U. F OUCOTT, City Clhrk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. I EQEP, City Attornhy

**By:**

**Title: Assistant City Attorney**

**Date:**

AMENDMENT NO. 1

to

Contract No. C-129664

for the

REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION  
OF THE NEW WASTE TREATMENT PLANT

Contract

with the U.S. ENVIRONMENTAL

Agency

for the NEW WASTE TREATMENT PLANT, OI

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planning and construction management for Bath Bath and stormwater management; and on an hourly basis during the course of a 24-hour day. The services may include but are not limited to the overall planning and construction management of Bath Bath and stormwater management such as conducting systems habitation facilities including plants that maintain facilities for control and recycling/reclaiming water; and other Bath Bath and stormwater facilities on behalf of the City.

### ARTICLE 3

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

Article 3 is hereby amended to add Section 3.3 to read as follows:

##### **3.3 Payment of Professional Fees and Other Costs**

COMPACT shall maintain all records including records of financial transactions pertaining to the former of the Contract. The records shall be retained for a period of no less than five years from the date of the following: (1) final payment made by the City; (2) the expiration of the Contract; or (3) termination of the Contract. The records shall be subject to examination and audit by authorized City personnel or City representatives at any time. COMPACT shall provide any records requested by the City regarding the former of the Contract. Any subcontract entered into by COMPACT for work to be performed under the Contract must include an identical provision.

In the event of retaining the records for the term as prescribed in the provision COMPACT may rely on City's written acknowledgment of the receipt of information to the City in an electronic format. e.g. QWG shall provide the expiration or termination of the Contract.

### ARTICLE "

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

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

The City shall engage Etan G. Fong as its ENVIRONMENTAL representative in all matters relating to the former of the Contract. The City shall consult with the City and the former of the Contract or similar terms and shall refer to the ENVIRONMENT. The ENVIRONMENT may designate an assistant to act in this matter.

#### ARTICLE 4

#### **TERM OF CONTRACT**

Article 4 is hereby amended in its entirety to read as follows:

Notwithstanding to whom this Contract shall begin on the date of full execution of this Contract and shall expire in 10 years unless terminated by the City of Portland by amendment to this Contract.

The date of full execution is hereby set as the date when all of the following conditions are met:

- (a) This Contract has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto
- (b) This Contract has been approved by the City Council and/or by the Mayor or his/her authorized representative
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form and
- (d) This Contract has been signed on behalf of the City by the person authorized by the City Council or by the Mayor or his/her authorized representative to enter into this Contract.

#### ARTICLE 6

#### **SUBCONSULTANT APPROVAL**

None

#### ARTICLE 7

#### **COMPENSATION, INVOICING AND PAYMENT**

None

#### ARTICLE K

#### **SUCCESSORS AND ASSIGNS**

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

All of the terms and conditions of the contract shall inure to the benefit of and bind the parties and their heirs, successors and assigns. No assignment of this Contract shall be made without the written consent of the parties to this Contract as required by **Article 35**.

#### ARTICLE 9

#### **CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

Article 9 is hereby affirmed in its entirety to read as follows:

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To tfh CLT<sub>w</sub>:

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TO CONVULSANT:

Contact e hrson:

A YYrhss:

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Uos AnghlHsHCA 90071

## APTLCUE 10

## STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

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## APTLCUE 11

## ORDER OF PRECEDENCE

Intentionally left blank

Tfh Contract is fhrhby amhnYhYto incluYh tfh 5olloBing Articlhs:

## APTLCUE 12

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

All titles/subtitles/headers in this Contract shall be in English or constructed of any other words or provisions thereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CLT or CONWUTANT. The Borrower “CONWUTANT” herein this Contract includes the party or parties involved in this Contract. The singular shall include the plural and vice versa is more than one CONWUTANT herein. Unless expressly stated otherwise by his obligations

any liabilities of the parties shall be joint and several. Each of the minimum and maximum hours shall be determined to include the hours not used.

The number of original texts of this Contract shall be equal to the number of the parties to the Contract. At the time of execution of the original texts of this Contract may also be retained by the CITW.

#### ARTICLE 13

#### **KEY CONSULTANT PERSONNEL**

- 13.1 The person or persons by the CITW CONSULTANT shall use its own employees to perform the services described in this Contract. The CITW shall have the right to require any person assigned by the CONSULTANT to perform the services of this Contract to be properly trained and qualified to perform the services of this Contract.
- 13.2 CONSULTANT shall assign a qualified consultant to manage the work on a task by task basis. All technical specialists assigned to the work of this contract shall be subject to the ENVIRONMENTAL Agency's approval.
- 13.3 CONSULTANT agrees that the persons assigned to the positions at the commandment of the services of this Contract shall remain in the positions as long as required by the CITW and the CONSULTANT shall not change the persons assigned to the positions without the consent of the Agency or the ENVIRONMENTAL Agency's approval of the personnel.

#### ARTICLE 14

#### **TERMINATION**

##### **A. Termination for Convenience**

CITW may terminate this Contract for CITW's convenience at any time by the person CONSULTANT's representative by giving notice. Upon receipt of the notice of termination the CONSULTANT shall immediately take action not to incur any additional obligations or costs or expenses except as may be necessary to terminate its activities. CITW shall pay CONSULTANT its reasonable and allocable costs of the termination and the termination of the work of the CONSULTANT shall have no effect on the termination. The CONSULTANT shall have no effect on the termination of the work of the CONSULTANT. All claims against CITW under this Contract. All claims under the termination of the work of the CONSULTANT shall be subject to the termination of the work of the CONSULTANT.

if this Contract includes all the actual joint rights, the Client is entitled to the full benefit of the joint right upon the death of the termination. CONTRACTOR agrees to execute any documents necessary for the Client to jointly memorialize the contract. The Client's obligations are as follows:

G. Termination for Breach of Contract

1. Except as provided in Article 22, CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make good as to the breach timely, the Client may give CONTRACTOR written notice of the breach. The Client's written notice to the Contractor may be a breach of the contract. The Contractor may be required to cure the breach to the satisfaction of the Client. Additionally, the Contractor's written notice may allow the CONTRACTOR an opportunity to provide the Client with a plan to cure the breach. If the Contractor fails to cure the breach within the time allowed by the Client, the Client may terminate this Contract. The Contractor's breach of this Contract.
2. If the Contractor under this Contract is required to CONTRACTOR's failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend any further breach of any breaches under this Contract for breach of insurance. As required by (2) notify its employees and subcontractors of the loss of insurance coverage and the Contractor's obligation to suspend any further breach of breaches. CONTRACTOR shall not recommence the breach until CONTRACTOR is fully insured and in compliance with the Client's requirements.
3. If a third party or state is responsible for the breach of the Client, the Client may be required to sue the third party or against CONTRACTOR or the CONTRACTOR may assign the breach for the benefit of the Client. The Client may immediately terminate this Contract.
4. If CONTRACTOR engages in any conflict of interest related to the breach or administration of this Contract or violates the Client's regulations or policies relating to lobbying, the Client may immediately terminate this Contract.

4. Acts o5 Moral Turj ituYh

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c. I5CONWQUTANT or a d hy ehrson is cfarghY Bitf or inYicthY 5or an Act o5 Moral Turj ituYhCLTw may thrminath tf is Contract a5thr j rokiYing CONWQUTANT an oj j ortunity to j rshnt hkiYhneh o5 CONWQUTANT’Wability to j hr5orm unYhr tf h thrms o5 tf is Contract.

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in the event of a CONTRACTANT.

6. In the event that the CONTRACTOR terminates this Contract as a result of the CONTRACTANT's failure to perform its obligations under the Contract, the CONTRACTANT shall be liable to the CONTRACTOR for all of its costs and expenses, including but not limited to any direct costs and expenses.

7. In the event of termination of this Contract by the CONTRACTANT, the CONTRACTANT shall be liable to the CONTRACTOR for all of its costs and expenses, including but not limited to any direct costs and expenses, and for any damages suffered by the CONTRACTOR as a result of the termination.

8. The CONTRACTOR shall be liable to the CONTRACTANT for all of its costs and expenses, including but not limited to any direct costs and expenses, and for any damages suffered by the CONTRACTANT as a result of the termination.

C. In the event that the CONTRACT is terminated by the CONTRACTANT, the CONTRACTANT shall be liable to the CONTRACTOR for all of its costs and expenses, including but not limited to any direct costs and expenses, and for any damages suffered by the CONTRACTOR as a result of the termination.

#### ARTICLE 14

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual agreement in writing between the parties. Any such amendments, changes or modifications shall be binding on the parties and shall constitute part of the Contract.

#### ARTICLE 16

#### **INDEMNIFICATION AND INSURANCE**

##### **16.1 Indemnification**

The CONTRACTOR shall indemnify and hold the CONTRACTANT harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees (both in-house and outside counsel), and costs of litigation, arising out of or in connection with the performance of the Contract, whether or not caused in whole or in part by the negligence or active misconduct of the CONTRACTOR.

(including all actual litigation costs incurred by the Client including but not limited to costs of hourly rates and consultants) damages or liability of any nature for breach of contract or injury to any person including CONWUTANT's employees and agents for damages or destruction of any property or theft of property or tortious acts or omissions or Bill of Materials or contract by CONWUTANT or its subconsultants of any kind. Payments and other benefits available to the Client under the contract are cumulative of other benefits for which the Client is contractually obligated to pay or for which the Client is contractually obligated to pay. The contract is the entire agreement between the parties and no oral agreement or modification of the contract shall be binding on the Client.

## 16.2 Insurance

During the term of the contract, the Client shall limit the CONWUTANT's insurance in the following manner: the CONWUTANT shall maintain at its own expense a program of insurance covering the following limits customarily carried by an actual arrangement by CONWUTANT but not less than the amounts set forth in the schedule of insurance and minimum limits set forth in the contract (see the contract in Exhibit D) and shall provide its obligations for the term of the contract to the City Administrator of the City of San Francisco. The insurance shall conform to the requirements established by the City of San Francisco or the policy shall comply with the Insurance Contractual Requirements (see the contract in Exhibit D) and shall be subject to the City of San Francisco's approval. The CONWUTANT shall comply with all Insurance Contractual Requirements set forth in Exhibit D. Exhibit D is hereby incorporated by reference into the contract.

## ARTICLE 17

### **INDEPENDENT CONTRACTORS**

CONWUTANT is acting for the Client as an independent consultant and not as an agent or employee of the Client. CONWUTANT shall not represent or otherwise bind the Client in any of its activities or actions or the Client's employees or agents to be an agent or employee of the Client.

## ARTICLE 18

### **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

18.1 CONWUTANT warrants that the work performed shall be completed in a manner consistent with the professional standards of the industry and the City of San Francisco. The work shall be performed in a manner that is consistent with the professional standards of the industry and the City of San Francisco.

18.2 CONWUTANT shall be responsible for the professional quality and technical accuracy of the work performed.

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## OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

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19.1.3 For all Foreigners who have not originated or who have been  
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 CONTRACTANT shall grant a non-exclusive  
 license to such Foreigners for any CWT  
 in use.

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19.1.6 Any subcontract entered into by CONTRACTOR relating to this Contract shall be subject to the same terms and conditions as set out in the Contract. The CONTRACTOR shall be responsible for ensuring that all subcontractors are bound by the same terms and conditions as set out in the Contract. The CONTRACTOR shall be responsible for ensuring that all subcontractors are bound by the same terms and conditions as set out in the Contract.

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## 19.2 Intellectual property arrangements

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### 19.3 Intellectual Property In Ymnification

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subconsultants of any tier in the forming of the Board under this Contract or (2) as a result of the CWT's actual or intended use of any Force or Yuct furnished by CONWUTANT or its subconsultants of any tier under the Contract. Pigf is any rhmhihs available to the CWT under this jurisdiction and cumulatively of those who are hired by the Contract or by those who are hired by the CWT. The jurisdiction of **Article 19** shall survive the termination of this Contract.

19.3.2 In CONWUTANT's written consent of the CWT, the Yants' negotiation committee shall not of any such in the action of the U.S. Attorney's Office shall retain jurisdiction in any control of the litigation negotiation committee shall not have any authority to hire from the U.S. Attorney's Office particularly Article III of the 271-272 and 273 of the

19.3.3 For any Force or Yuct furnished by CONWUTANT (a) includes the sub;het of an action (b) is a Yuct as in the action of the U.S. Attorney's Office (c) as its use in the U.S. Attorney's Office shall not be a functionally independent of the CWT's consent. The only of the following shall be the CONWUTANT shall at its own cost:

- i) to occur for the CWT the right or license to continue using the Force or Yuct
- ii) the right to the Force or Yuct as a functionally independent of the CWT.

Exercising of any of the above mentioned options shall not cause the business interruption to the CWT or Yiminish the intended business of any use of the Force or Yuct by the CWT under this Contract.

## ARTICLE 20

### **MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Nothing in this Contract is subject to the applicable non-discrimination law of the United States or any other law or regulation in the United States. The United States shall not be bound by the law of any other country.



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G. Tfh rhpuirhmhnts o5 Wiction 10.K2.1 o5 tfh UAACHtfh Epual Ghnh5its OrYinanchHanY tfh j rokisions o5 Wiction 10.K2.1(5) arh incorj orathY anY maYh a j art o5 tfis Contract by rh5hrhneh.

C. Tfh j rokisions o5 Wiction 10.K3 o5 tfh UAAC arh incorj orathY anY maYh a j art o5 tfis Contract by rh5hrhneh anY Bill bh qnoBn as tfh "Epual Emj loymhnt eractichs" j rokisions o5 tfis Contract.

D. Tfh j rokisions o5 Wiction 10.K" o5 tfh UAAC arh incorj orathY anY maYh a j art o5 tfis Contract by rh5hrhneh anY Bill bh qnoBn as tfh "A55irmatikh Action erogram" j rokisions o5 tfis Contract.

Uist o5 Wibconsultants (**Exhibit C - Schedule B**). During tfh thrm o5 tfh contractH tfh CONWQUTANT must submit tfh MGE/F GE/WGE/EGE/DS GE/OGE Qtilization ero5lh (**Exhibit C - Schedule C**) Bfhn submitting an inkoich to tfh City. Qj on hxj iration or thrmination o5 tfh contractHa summary o5 tfhsh rhcorYs sf all bh j rhj arhY on tfh 8l inal Wibconsulting Phj ort8 5orm (**Exhibit C - Schedule D**) anY chrti5hY corrhct by tfh CONWQUTANT or its autforizhY rhj rhshntatikh. Tfh comj lthY5orm sf all bh 5urnisfhY to tfh CITw Bitf in 14 Borqing Yays a5thr hxj iration or thrmination o5 tfh contract.

CONWQUTANT agrhhs anY obligaths itshl5 to utilizh tfh shrkichs o5 MinorityH omhnHmllHEmhrngingHDisablhYS hthranHnY Otf hr Gusinhss Enthrij rish (MGE/F GE/WGE/EGE/DS GE/OGE) 5rms on a lkhhl so YhsignathY in its j roj osalH5any. Tfh CITw fas sht anticij athYj articij ation lkhls o5 1K% MGEH' % F GEH24% WGEH% EGEHnY3% DS GE.

## APTICUE 22

### **EXCUSABLE DELAYS**

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NotBitf stanYing tfh 5orhgoingHa Yhlay or 5ailurh to j hr5orm by a Wibconsultant o5 CONWQUTANT sf all not constituth a I orch Ma;hurh EkhntHunlhss tfh Yhlay or 5ailurh arishs out o5 caushs bhyonYtfh control o5 botf CONWQUTANT anY WibconsultantH anY Bitf out any 5ault or nhglighnch o5 hitf hr o5 tfhm. In sucf cashHCONWQUTANT sf all not bh liablh 5or tfh Yhlay or 5ailurh to j hr5ormHunlhss tfh gooYs or shrkichs to bh 5urnisfhY by tfh Wibconsultant Bhrh obtainablh 5rom otf hr souchs in su55icthnt timh to j hrmit CONWQUTANT to j hr5orm timhly. As ushY in tfis ContractHf h thrm 8Wibconsultant8 mhans a subconsultant at any tihr.

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## APTICUE 23

### **SEVERABILITY**

Would any portion of this Contract be Unenforceable to be void or unenforceable if all be shown from the following Contract Bill continues as modified.

## ARTICLE 2

### **DISPUTES**

Would a dispute or controversy arising concerning the provisions of this Contract or the performance thereof be referred by the parties to arbitration to submit such to a court of competent jurisdiction.

## ARTICLE 24

### **ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties. It represents the entire agreement between the parties and supersedes all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided in Article 14 hereof.

## ARTICLE 26

### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the City of Los Angeles, California, and the laws of the State of California, but not limited to the laws of the State of California, and the laws of the City of Los Angeles, California. This Contract shall be governed by the laws of the State of California. If there is a conflict of laws, the law of the State of California shall apply. If there is a conflict of laws, the law of the State of California shall apply. If there is a conflict of laws, the law of the State of California shall apply.

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

If any provision or provision of this Contract is held void or unenforceable or in conflict with any law of the State of California or local government, the provision shall be severed and the remainder of the Contract shall remain in full force and effect.

## ARTICLE 27

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If any applicable CONTRACTOR shall consent that it has obtained an annual business tax registration certificate from the City of Los Angeles.

Gusinhss Tax OrYnanchH Wction 21.00 *et seq.* o5 tfh Uos Anghlhs Municipij al CoYh. I or tfh thrm cokhrhY by tfis ContractHCONWQUTANT sfall maintainHor obtain as nhchssaryHall sucf Chrti5icaths rhpuirhY o5 it unYhr tfh Gusinhss Tax OrYnanchH anYsfall not alloB any sucf Chrti5icath to bh rhkoqhY or susj hnYhY.

## APTICUE 2K

### **BONDS**

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## APTICUE 29

### **CHILD SUPPORT ASSIGNMENT ORDERS**

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eursuant to Wction 10.10(b) o5 tfh Uos Anghlhs AYministratikh CoYhH 5ailurh o5 CONWQUTANT to comj ly Bitf all aj j licablh rhj orting rhpuirhmnhts or to imj lhmhnt laB5ully shrkhY F agh anY Earnings Assignmhnt OrYhrs anY Notichs o5 AssignmhntHor tfh 5ailurh o5 any j rincij al oBnhr(s) o5 CONWQUTANT to comj ly Bitf any F agh anY Earnings Assignmhnt OrYhrs or Notichs o5 Assignmhnt aj j licablh to tfhm j hrsonallyHsfall constituth a Yh5ault by tfh CONWQUTANT unYhr tfis ContractHsub;hcting tfis Contract to thrmination i5 sucf Yh5ault sfall continuh 5or morh tfan ninhty (90) Yays a5thr notich o5 sucf Yh5ault to CONWQUTANT by tfh CLTw.

Any subcontract hnthrhY into by CONWQUTANTHto tfh hxthtnt alloBhY fhrhunYhrHsfall incluYh a liqh j rokision 5or Borq to bh j hr5ormhY unYhr tfis Contract. I ailurh o5 CONWQUTANT to obtain comj lianch o5 its subconsultants sfall constituth a Yh5ault by CONWQUTANT unYhr tfis

Contractor, including this Contract to termination. If the subcontractor fails to continue for more than ninety (90) days after notice of such default to CONTRACTOR by the City.

CONTRACTOR certifies that to the best of its knowledge, it is fully complying with the Earnings Assignment Ordinance of all the employees who are working for the City of all the employees to the City, and the City is maintaining by the Earnings Assignment Ordinance. The City is in violation 7110(b) of the California Public Contract Code.

#### ARTICLE 30

#### **LIVING WAGE ORDINANCE**

CONTRACTOR shall comply with the Living Wage Ordinance of the City of Los Angeles. The City of Los Angeles shall have the right to audit the Contractor's records to verify compliance. Any subcontract entered into by CONTRACTOR for work to be performed by the Contractor must include an identical provision.

#### ARTICLE 31

#### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance of the City of Los Angeles. The City of Los Angeles shall have the right to audit the Contractor's records to verify compliance. Any subcontract entered into by CONTRACTOR for work to be performed by the Contractor must include an identical provision.

#### ARTICLE 32

#### **ACCESS AND ACCOMMODATIONS**

CONTRACTOR hereby represents and certifies that:

- A. CONTRACTOR shall comply with the Americans with Disabilities Act and the California Fair Employment and Housing Act. The City of Los Angeles shall have the right to audit the Contractor's records to verify compliance. Any subcontract entered into by CONTRACTOR for work to be performed by the Contractor must include an identical provision.
- G. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to or association with a person with a disability.
- C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to City programs and activities.

- D. Construction Bill be j hr5ormhY in accorYanch Bitf tfh Qni5orm I hYhral Acchssibility WanYarYs (QI AWH2" C.I.P. eart "0vanY
- E. Tfh builYings anY 5acilitihs ushY to j rokiYh shrkichs unYhr tfis Contract arh in comj lianch Bitf tfh 5hYhral anY stath stanYarYs 5or acchssibility as sht 5ortf in tfh 2010 ADA WanYarYsHCali5ornia Titlh 2" HCfaj thr 11Hr otf hr aj j licablh 5hYhral anY stath laB.

CONWQUTANT unYhrstanYs tf at CITw is rhlyng uj on tfhsh chrti5ications anYrhj rshntations as a conYition to 5unYng tfis Contract. Any subcontract hnthrhY into by CONWQUTANT 5or Borq to bh j hr5ormhY unYhr tfis Contract must incluYh an iYhntical j rokision.

#### APTICUE 33

#### **WAIVER**

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#### APTICUE 3"

#### **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONWQUTANT may notHunlhss it f as 5rst obtainhYtfh Britthn j hrmission o5tfh CITw:

- (a) Assign or otf hrBish alihnath any o5 its rigfts unYhr tfis ContractH incluYng tfh rigft to j aymhntvor
- (b) DhlhgathHsubcontractHbr otf hrBish trans5hr any o5its Yutihs unYhr tfis Contract.

#### APTICUE 34

#### **PERMITS**

CONWQUTANT anYits YirhctorsHb55chrsHj artnhrsHaghntsHmj loyhhs anY subconsultantsHto tfh hxthtnt alloBhY fhrhunYhrHf all obtain anY maintain all lichnshsHj hrmitsHchrti5ications anY otf hr Yocumhnts nhchssary 5or CONWQUTANT'Wj hr5ormanch fhrhunYhr anYsf all j ay any 5hhs rhpuirhY tfhrh5or. CONWQUTANT chrti5ihs to immhYiathly noti5y tfh CITw o5 any susj hnsionHthrminationHlaj shsHnon-rhnhBalsHor rhstrictions o5 lichnshsH j hrmitsHchrti5icathsHbr otf hr Yocumhnts.

#### APTICUE 36

#### **CLAIMS FOR LABOR AND MATERIALS**

CONWQUTANT sf all j romj tly j ay Bfhn Yuh all amounts j ayablh 5or labor anYmathrials 5urnisfhYin tfh j hr5ormanch o5tfis Contract so as to j rhkhnt any lihn or otf hr claim unYhr any j rokision o5laB 5rom arising against any CITw j roj hrty (incluYng rhj ortsH YocumhntsH anY otf hr tangiblh or



intangible matter jointly by CONTRACTANT herein against CONTRACTOR's rights to joint amounts herein for against the CITE here shall pay all amounts herein the QNHML of the Insurance Act But the right to sue for labor.

#### ARTICLE 37

#### **BEST TERMS**

Throughout the term of this Contract CONTRACTANT shall offer the CITE the best terms here and discounts that are offered to any CONTRACTOR's customers for similar goods and services under this Contract.

#### ARTICLE 38

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTANT shall comply with the Contractor Responsibility Ordinance of the City of Houston 10.10 of the Code of Ordinances from time to time.

#### ARTICLE 39

#### **BREACH**

Each party shall be liable as set forth in **Article 22** if any party fails to perform in full or in part any of the obligations hereunder or if the party may avoid its obligations and rights and the other party may sue for breach of contract in any court of law. If the party fails to perform its obligations and rights and the other party may sue for breach of contract in any court of law. If the party fails to perform its obligations and rights and the other party may sue for breach of contract in any court of law.

#### ARTICLE 40

#### **SLAVERY DISCLOSURE ORDINANCE**

CONTRACTANT shall comply with the Slavery Disclosure Ordinance of the City of Houston 10.11 of the Code of Ordinances from time to time. Any subcontract entered into by CONTRACTANT for or on behalf of the party to this Contract must include an identical provision.

#### ARTICLE 41

#### **RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS**

Notwithstanding to whom this Contract is awarded at \$100,000 or more and regardless of the amount by which the CONTRACTANT's bid exceeds the lowest bid, the CONTRACTANT's bid consultants shall be limited to not more than \$100,000 for the term of the Contract and any other joint consultants (the "Prohibited Persons") shall comply with the City of Houston Code of Ordinances "9.7.34. I agree to comply with the CITE to terminate this Contract and to pursue all available legal remedies. City of Houston Code of Ordinances "9.7.34 limit the ability of the Prohibited Persons to make campaign

contributions to anYhngagh in 5unYraising 5or chrtain hlhethYCLTw o55icials or canYiYaths 5or hlhethYCLTw o55ich 5or tBhlkh montf's a5thr tfis Contract is signhY. AYYitionallyHa CONVQUTANT sub;het to Cfarthr Wiction "70(c)(12) is rhpuirhY to comj ly Bitf Yisclosurh rhpuirhmhnts by submitting a comj lthY anY signhY Etfics Commission Iorm 44 anY to amhnY tfh in5ormation in tfat 5orm as sjhci5hY by laB. Any CONVQUTANT sub;het to Cfarthr Wiction "70(c)(12) sfall incluYh tfh 5olloBing notich in any contract Bitf any Wibconsultant hxj hethYto rhchikh at llast \$100~~1000~~ 5or j hr5ormanch unYhr tfis Contract:

“Notich PhgarYing Phstrictions on Camj aign Contributions anY I unYraising in City Elhctions wou arh a subconsultant on City o5 Uos Anghlhs Contract #\_\_\_\_\_. eursuant to tfh City o5Uos Anghlhs Cfarthr Wiction "70(c)(12) anY rhlatY orYinanchsHyou anY your j rincij als arh j rof ibithY 5rom maing camj aign contributions to anY 5unYraising 5or chrtain hlhethY City o5 Uos Anghlhs (“CLTw”) o55icials anY canYiYaths 5or hlhethY CLTw o55ich 5or tBhlkh montf's a5thr tfh CLTw contract is signhY. wou arh rhpuirhY to j rokiYh tfh namhs anY contact in5ormation o5 your j rincij als to tfh CONVQUTANT anYto amhnYtfat in5ormation Bitf in thn businhss Yays i5 it cfanghs Yuring tfh tBhlkh montf timh j hrioY. I ailurh to comj ly may rhsult in thrmination o5tfis Contract anYany otfhr akailablh lhgal rhmhYhs. In5ormation about tfh rhstrictions may bh 5ounYonlinh at ht fics.lacity.org or by calling tfh Uos Anghlhs City Etfics Commission at (213) 97K-1960.”

## APTICUE "2

### **FIRST SOURCE HIRING ORDINANCE**

CONVQUTANT sfall comj ly Bitf tfh Iirst Wurch , iring OrYinanchH UAAC Wiction 10."" ht shp.Has amhnYhY 5rom timh to timh. Any subcontract hnthrhY into by CONVQUTANT 5or Borq to bh j hr5ormhY unYhr tfis Contract must incluYh an iYhntical j rokision.

## APTICUE "3

### **IRAN CONTRACTING ACT**

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## APTICUE ""

### **SUSPENSION**

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obligations. Costs or fees incurred by the City until the City gives written notice to the contractor of the termination.

#### ARTICLE "4

#### **DATA PROTECTION**

- A. CONTRACTOR shall protect using the most secure means any technology that is commercially available. The City's data or information shall be protected in the course of any project of the City but not limited to contractor lists and contractor contact information or information (collectively the "City Data"). CONTRACTOR shall notify the City in writing as soon as reasonably practicable in any event within 5 business days of the CONTRACTOR's discovery or reasonably probable knowledge of any unauthorized access to City Data (a "Data Breach"). For any incident affecting or potentially affecting City Data relating to cyber security (a "Security Incident") including but not limited to denial of service attacks, system outages, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates and promptly respond by the City's request for any actions required by the CONTRACTOR until the Data Breach or Security Incident has been resolved to the City's satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall furnish the report of the investigation to the City. At the City's written request, the City's authorized agents shall have the right to have or participate in the investigation. CONTRACTOR shall cooperate fully with the City's agents and any law enforcement.
- G. If the City is subjected to liability for any Data Breach or Security Incident, the CONTRACTOR shall fully indemnify and hold the City harmless against any resulting actions.

#### ARTICLE "6

#### **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONTRACTOR shall comply with the City Contractors' Questionnaire on Criminal History for Consideration of Employment Applications Ordinance ("Section 10.1") and shall not have any subcontractor involved by the CONTRACTOR or required to be involved in the project. Any subcontractor must include an identical provision.

#### ARTICLE "7

#### **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any provision of the Contract including any exhibits

or attach merits in conjunction with the right to sue for CILW to comply with its governing legal requirements. CILW shall have no obligation to make any payments to CONWUTANT unless CILW shall have first made an appropriate payment to the consumer of its obligation to make any payments as required by this Contract. CONWUTANT agrees that any services provided by CONWUTANT shall be provided by CONWUTANT or its agents in accordance with the terms of the appropriate payment(s) shall be made out of the CILW account. CILW shall have no obligation to pay for the services provided by CONWUTANT. CONWUTANT shall have no obligation to provide any services provided by CONWUTANT or incur any expenses in accordance with the appropriate payment(s) until CILW appropriate payments for this Contract.

#### ARTICLE "K"

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

CONWUTANT shall comply with all identity theft laws including but not limited to the following: (1) the Payment Card Industry Data Security Standard (PCI DSS) (2) the Fair and Accurate Credit Transactions Act ("FACTA") including its requirements relating to the handling of transaction data that is provided to consumers. CONWUTANT also shall comply with all requirements relating to maintaining compliance with the Payment Card Industry Data Security Standard ("PCI DSS"). During the term of the agreement, CONWUTANT shall ensure that all payment card transactions are processed in compliance with the PCI DSS requirements.

#### ARTICLE "9"

#### **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from firing a person for his or her membership or as a volunteer to the person's services at any of the person's community center or other non-profit organization in a position that is a supervisory or disciplinary authority over any minor or is the person's supervisor or certain criminal offenses as defined in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

It is the policy of CONWUTANT to comply with California Public Resources Code Section 5164 and to apply it to all rules and regulations that are applicable to the person or that may be applicable by CILW. CONWUTANT is required to have all membership and volunteer services provided by consultants (including all membership and volunteer services of any consultant) to CONWUTANT. Before entering into any agreement with a contractor, the person shall ensure that the contractor complies with California Public Resources Code Section 5164.

Justich at CONWQUTANT'Wsolh hxj hnshHnYicating tfat sucf inYikiYuals fakh nhkhr bhhn conkiethYo5chrtain crimhs as rh5hrhncYin tfh ehnal CoYh anY articulathY in Cali5ornia eublic Phsourchs CoYh Wtction 416"(a)(2)H5 tfh inYikiYual Bill fakh suj hrkisory or Yiscij linary autfority okhr any minor.

#### APTICUE 40

#### **POSSESSORY INTERESTS TAX**

Pigfts granthY to CONWQUTANT by CITw may crhath a j osshssory intrhst. CONWQUTANT agrhhs tfat any j osshssory intrhst crhathY may bh sub;het to Cali5ornia Phkhnuh anY Taxation CoYh Wtction 107.6 anY a j roj hrty tax may bh lhkihY on tfat j osshssory intrhst. I5 aj j licablH CONWQUTANT sfall j ay tfh j roj hrty tax. CONWQUTANT acqnoBlhYghs tfat tfh notich rhpuirhY unYhr Cali5ornia Phkhnuh anY Taxation CoYh Wtction 107.6 fas bhhn j rokiYhY.

#### APTICUE 41

#### **CONFIDENTIALITY**

All YocumhntsHn5ormation anY mathrials j rokiYhY to CONWQUTANT by CITw or Yhkhloj hY by CONWQUTANT jursuant to tfis Contract (collhetikhly "Con5Yhntial In5ormation") arh con5Yhntial. CONWQUTANT sfall not j rokiYh or Yisclosh any Con5Yhntial In5ormation or tfhir conthnts or any in5ormation tfhrhinHhitfhr orally or in BritingHto any j hrson or hntityHxchj t as autforizhYby CITw or as rhpuirhYby laB. CONWQUTANT sfall immhYiathly noti5y CITw o5 any atthmj t by a tfirYj arty to obtain acchss to any Con5Yhntial In5ormation. Tfis j rokision Bill surkikh hxj iration or thrmination o5tfis Contract.

#### APTICUE 42

#### **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

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#### APTICUE 43

#### **COVID-19 VACCINATION REQUIREMENTS - ORDINANCE NO. 187134**

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the public (collectively "In-person Workers") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 1) or more days after the last COVID-19 vaccine shot ( Moderna or Pfizer-BioNTech) or a single shot of a one-shot COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster shots recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor personnel to perform In-person Work, the Consultant shall obtain proof that each Contractor personnel has been fully vaccinated. The Consultant shall retain such proof for the duration of the contract. The Consultant shall grant medical or religious exemptions ("Exemptions") to Contractor personnel as required by law. The Consultant is to assign Contractor personnel to perform Exemptions to perform In-person Work. The Consultant shall require each Contractor personnel to undergo a COVID-19 test if the full cost of the test is borne by the Consultant. The Contractor personnel that test positive shall not be assigned to perform In-person Work or to the extent they are assigned, they shall be assigned to perform In-person Work from the time of assignment. The Consultant shall immediately notify the City if the Contractor personnel performing In-person Work (1) have tested positive for or have been diagnosed with COVID-19 (2) have been informed by a medical professional that they are likely to have COVID-19 or (3) exhibit the criteria for isolation under applicable government orders.

EXCEPT AS HEREIN PROVIDED, MODIFIED or otherwise, the Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WSP PARSONS BRINCKERHOFF**

**By: Michael Dressner, P.E.**

**Title: Senior Estimator**

**Date:**

**CITY OF LOS ANGELES**

**By: Greta Good**

**Title: Pegides, Board of Public Works**

**Date:**

**By:**



**Dnte:**

**ATTEST:**

, OOUw U. F OUCOTT, City Clhrq

**By:**

**Dnte:**

**APPROVED AS TO FORM:**

MIC, AEUN. I EQEPHCity Attornhy

**By:**

**Title: Aggigtns t City Attors ey**

**Dnte:**