

0150-11482-0002

**TRANSMITTAL**

TO The Council	DATE 11/16/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 8	

**Contract Amendment No. 5 to FSY Architects, Inc. Prequalified On-Call Architectural Services – Various Public Buildings and Open Space Projects**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.

  
\_\_\_\_\_  
MAYOR

(Andre Herndon for)

MWS:MG:05230058

# Report From

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Analysis of Proposed Contract

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



To: Mayor	Date: 11-10-22	C.D. No. 8	CAO File No.: 0150-11482-0002
Contracting Department/Bureau: Department of Public Works, Bureau of Engineering		Contact: Charlie Maranan (213) 847-4701	
Reference: Transmittal from the Board of Public Works dated March 23, 2022 and referred for report by the Mayor on March 30, 2022.			
Purpose of Contract: Authority to execute the Amendment No 5 to Contract No. C-106420 between the City of Los Angeles and FSY Architects, Inc. to extend the contract term from March 22, 2022 to March 21, 2024.			
Type of Contract: ( ) New contract (X) Amendment		Contract Term Dates: Original Contract: March 24, 2004 to March 23, 2008. Amendment No. 1: Four year extension to March 23, 2012. Amendment No. 2: Four year extension to March 23, 2016. Amendment No. 3: Four year extension to March 22, 2020. Amendment No. 4: Two year extension to March 21, 2022.	
Contract/Amendment Amount: There are no additional funds associated with this amendment.			
Source of funds: N/A			
Name of Contractor: FSY Architects, Inc.			
Address: 2902 Knox Ave #200, Los Angeles, CA 90039			
	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: 43%			
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 (BOE), to execute the proposed Amendment No. 5 (Amendment) to Contract No. 106420 (Contract) with FSY Architects, Inc. (FSY) for various public buildings and open space projects.

### SUMMARY

In accordance with Executive Directive #3, the Board of Public Works, on behalf of the Bureau of Engineering (Bureau), is requesting authority to execute the fifth amendment for Contract No. 106420 with FSY Architects, Inc. (FSY) for Pre-Qualified On-Call (PQOC) Architectural Services for various municipal facilities projects. The proposed amendment will extend the term of the contract for an additional two years, from the current expiration date of March 21, 2022 to a new revised term ending March 21, 2024. In accordance with Los Angeles Administrative Code 10.5(b)2, the proposed contract requires Council approval because the overall term of the contract exceeds three years.

 MG Analyst 05230058	 for City Administrative Officer
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In March 2004, the City executed the original on-call contract with Fisher Sehgal and Yanez, Inc., now FSY Architects, Inc., or FSY. In February 2008, the Board of Public Works recommended approval of Amendment No. 1 to extend the contract term for four additional years through March 2012, which was then approved by the Los Angeles City Council in April 2008. In March 2012, the Board recommended approval of Amendment No. 2 to extend the contract term for four additional years, which was then approved by Council in May 2012 (C.F. 12-0513). In March 2016, the Board recommended approval of Amendment No. 3 to extend the contract term for four additional years, which was then approved by Council in November 2016 (C.F. 12-0513). In March 2020, the Board recommended approval of Amendment No. 4 to extend the contract term for two additional years, which was then approved by the Mayor in March 2020.

In 2005, the Bureau awarded FSY a task order for Phase I of the Vision Theater project, and awarded subsequent Phases II, III, and IV during the completion of Phase I. FSY has served as the Architect of Record for all four project phases. This contract amendment will allow FSY to complete the remaining phases of the project. Due to the complexity of the project work and various unforeseen site conditions that are common in renovations of older structures, and changes in scope, BOE finds that a two-year extension is appropriate.

### **Proposed Amendment No. 5**

The proposed two-year extension would continue the original scope of work to allow FSY to complete Phases II, III, and IV of the Vision Theater project. This amendment is for time extension only and limited to this project and no new task orders will be issued to the contractor unless directly related to this project. Phases II, III, and IV of the Vision project are expected to be completed by March 2024. If changes in funding are needed, the Bureau will report back to the Board to obtain approval for task orders exceeding \$100,000.

The proposed Amendment No 5 would ensure continuity for the projects' completion. As the Architect of Record, FSY has specialized expertise to complete the projects' designs and provide services during the projects' construction phase. The Bureau does not anticipate another extension after this proposed amendment.

In accordance with Charter Section 1022, the Personnel Department determined on March 3, 2015 that there were no City classifications capable of doing the work. The original 1022 determination is still applicable to the Amendment to the Contract, as none of the service terms have changed from the time of the original determination. This contract complies with the Mayor's Office from the Business Inclusion Program (BIP) and all other City contracting requirements.

### **TERMS**

This Amendment proposes a two year extension of the contract beginning on March 21, 2022 and ending on March 21, 2024.

This amendment is for time extension only and total funding for the Contract will not change. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. If the City should 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.

## **FISCAL IMPACT STATEMENT**

There is no additional impact on the General Fund as a result of this action. There is an anticipated General Fund impact in an amount not yet determinable for operations and maintenance costs since the facility is currently not in operation. These costs will be addressed through the City Budget process at the time the facility is scheduled for completion.

## **FINANCIAL POLICIES STATEMENT**

The actions recommended in this report comply with the City's Financial Policies.

## **Attachments**

*MWS:MG:05230058*



BOARD OF PUBLIC WORKS  
MEMBERS

AURA GARCIA  
PRESIDENT

M. TERESA VILLEGAS  
VICE PRESIDENT

DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA CALOZA  
COMMISSIONER

VAHID KHORSAND  
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>

March 23, 2022

**BPW-2022-0182**

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

**CONTRACT AMENDMENT NO. 5 - FSY ARCHITECTS, INC. - PRE-QUALIFIED ON-CALL ARCHITECTURAL SERVICES - VARIOUS PUBLIC BUILDINGS AND OPEN SPACES PROJECTS**

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

1. APPROVE Amendment No. 5 to the contract between the City of Los Angeles and FSY Architects, Inc. (FSY) to extend the total contract term from March 21, 2022 to March 21, 2024.
2. AUTHORIZE the President or two members of the Board to execute Amendment No. 5.

(C-106420)

Fiscal Impact: There is no impact to the General Fund.

Sincerely

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

FC:lc



Department of Public Works


Bureau of Engineering

Bureau of Contract Administration

Joint Report No. 2

March 23, 2022

CD No. All

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
MAR 23 2022  
AND REFERRED TO THE CITY COUNCIL  
  
Executive Officer  
Board of Public Works

**EXECUTE CONTRACT AMENDMENT NO. 5 WITH FSY ARCHITECTS, INC. FOR PRE-QUALIFIED ON-CALL ARCHITECTURAL SERVICES FOR VARIOUS PUBLIC BUILDINGS AND OPEN SPACES PROJECTS (CONTRACT NO. C-106420)**

**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. 5 to Contract No. C-106420 between the City of Los Angeles (City) and FSY Architects, Inc. (FSY) to extend the total contract term from March 21, 2022 to March 21, 2024.
  - b. AUTHORIZE the President or two members of the Board to execute Amendment No. 5.
2. NOTIFY the Bureau of Engineering (BOE), Charlie Maranan, (213) 847-4701, when this Amendment is ready to be executed by the Board, whereupon five original copies of the Amendment will be delivered to the Executive Officer of the Board for signature.
3. UPON EXECUTION, request the City Clerk to attest and certify the five original copies of Amendment No. 5. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Charlie Maranan.
4. DIRECT the City Engineer and the Bureau of Contract Administration (BCA) to report back to the Board within 90 days on Amendment No. 5 to Contract No. C-106420 between the City and FSY on the Minority/Women/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program as well as, any updates to the contractual language and requirements.

**FISCAL IMPACT STATEMENT**

It is not anticipated that project work covered by proposed Amendment No. 5 will have an impact on the General Fund. There are two active project task orders to be completed under this contract, Phases II, III and IV (Work Order Nos. E170378A and E1908404) of the Vision Theatre/Manchester Junior Arts Center project. This contract

amendment will be just to complete the professional services associated with the Vision Theatre/Manchester Junior Arts Center project.

If any new Notice-to-Proceeds are assigned to FSJ for future project phases of the Vision Theatre/Manchester Junior Arts Center beyond the funding levels that the Board has previously authorized, funding will need to be secured and Board authorization obtained before the Bureau of Engineering (BOE) gives notice to the consultant to proceed with the additional work.

#### **TRANSMITTALS**

1. Copy of executed Contract No. C-106420 with FSJ for pre-qualified on-call architectural consultant services on various City projects dated March 24, 2004.
2. Copy of the Executed Amendment No. 1, dated May 2, 2008.
3. Copy of the Executed Amendment No. 2, dated June 4, 2012.
4. Copy of the Executed Amendment No. 3, dated December 8, 2016.
5. Copy of the Executed Amendment No. 4, dated September 1, 2020.
6. Copy of Proposed Contract Amendment No. 5.
7. Copy of the Update on Amendment No. 4, dated November 13, 2020.

#### **DISCUSSION**

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

On March 24, 2004, the City executed the original pre-qualified on-call contract between the City and FSJ, then known as Fisher Sehgal and Yanez, Inc., providing architectural consultant services for various Municipal Facilities projects (Transmittal No. 1).

On February 4, 2008, the Board recommended approval of Amendment No. 1 to extend the contract term for four additional years through March 23, 2012. On April 9, 2008, the City Council approved Amendment No. 1 (Transmittal No. 2).

On March 23, 2012, the Board recommended approval of Amendment No. 2 to extend the contract term for another four additional years through March 23, 2016. On May 8, 2012, the City Council approved Amendment No. 2 (Transmittal No. 3).

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 2

March 23, 2022

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On March 23, 2016, the Board recommended approval of Amendment No. 3 to extend the contract term for four additional years through March 22, 2020. On November 1, 2016, the City Council approved Amendment No. 3 (Transmittal No. 4).

On March 17, 2020, the Board recommended approval of Amendment No. 4 to extend the contract term for two additional years through March 21, 2022. On August 5, 2020, the City Council approved Amendment No. 4 (Transmittal No. 5).

The FSY contract has a total of seven tasks. Two of the tasks, TOS Nos. 104 and 106, relating to the Manchester Jr. Arts Center/Vision Theatre are still active. Notice-to-Proceed letters, in the amount of \$1,767,260 have been issued to FSY for these two active task orders.

***Amendment***

The proposed Amendment No. 5 will extend the termination date of the contract for an additional two years (Transmittal No. 6). This extension will enable the consultant to complete Phases II, III, and IV of the Vision Theatre/Manchester Junior Arts Center project, which is currently in construction. In 2005, the BOE awarded FSY a task order for Phase I of the Vision Theatre/Manchester Junior Arts Center project. During the completion of Phase I, BOE concurrently awarded FSY separate task orders for Phases II, III, and IV of this project. FSY has served as the Architect of Record for all four project phases. The Vision Theatre/Manchester Junior Arts Center project is currently in construction and was originally scheduled to be completed on August 30, 2020.

Due to the complexity of the project work at this historic structure, various unforeseen site conditions that are common in renovations of older structures, changes in scope, and COVID-19 impacts, the anticipated construction end date for current Phases II, III, and IV is now June 1, 2022. This would be followed by a post construction period. In addition, the client department, Cultural Affairs, has asked BOE to request proposals for additional work, and if this is added to the project, the construction end date will need to be extended. For this reason, BOE feels a two-year extension is appropriate.

As the Architect of Record, it is more feasible for FSY to complete the project. Amending FSY's consultant contract will ensure continuity for the project's completion.

***Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program***

At the time of distribution of the original RFQ for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program with anticipated MBE and WBE participation levels of 12 percent and 2 percent, respectively.

An updated report on Amendment No. 4 was presented to the board providing the pledged participation for MBE, which was 5.10%, for WBE, which was 9.45 percent, and for OBE which was 18.82 percent(Transmittal No. 7).

The BOE and the BCA will report back to the Board within 90 days on Amendment No. 5 to Contract No. C-106420 between the City and FSJ on the MBE/WBE/OBE Subcontractor Outreach Program, as well as any updates to the details of FSJ's sub-consultant utilization.

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

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

***City Attorney Review***

The proposed Amendment No. 5 has been reviewed and approved as-to-form by the City Attorney's Office.

**STATUS OF FUNDING**

This amendment is for time extension only. Total funding for Contract No. C-106420 will not change. If it does, the BOE will report back to the Board to obtain approval.

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.

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 2

March 23, 2022

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( SF GV RMK DW )

Report reviewed by:

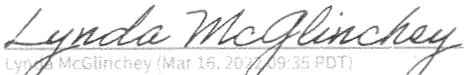
BOE (ADM and PAC)

Report prepared by:

Architectural Division

Steven Fierce, AIA  
Principal Architect  
Phone No.: (213) 485-4402

Compliance Review performed  
and approved by:

  
Lynda McGlinchey (Mar 16, 2022 09:35 PDT)

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

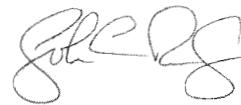
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Questions regarding this  
report may be referred to:  
Asatur Keymetlyan, Sr. Architect/Project Manager  
Phone No.: (213) 485-4483  
E-mail: asatur.keymetlyan@lacity.org

Respectfully submitted,

 Electronically Signed by Deborah Weintraub  
on 03/16/2022 8:18:18 AM

Gary Lee Moore, PE, ENV SP  
City Engineer



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

CONTRACT NO. C- [ NUMBER ]

ARCHITECTURAL SERVICES AGREEMENT

CITY OF LOS ANGELES

FISHER SEHGAL YANEZ, INC.

AS

A "PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT"

ON VARIOUS CITY PROJECTS

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## EXHIBITS

- EXHIBIT A - PROJECT SCHEDULE (SAMPLE BAR CHART)
- EXHIBIT B - PROJECT SERVICES COST ESTIMATE
- EXHIBIT C-1 - MBE/ WBE/ OBE UTILIZATION PROFILE
- EXHIBIT C-2 - SUBCONTRACTOR UTILIZATION INVOICE ATTACHMENT
- EXHIBIT C-3 - CHANGE AUTHORIZATION FORM-MBE/WBE/DBE/OBE  
UTILIZATION PROFILE
- EXHIBIT D - INSURANCE REQUIREMENTS
- EXHIBIT E - CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
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- EXHIBIT F - CERTIFICATION REGARDING AMERICANS WITH  
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- EXHIBIT G - CERTIFICATION REGARDING COMPLIANCE WITH EQUAL  
BENEFITS ORDINANCE
- EXHIBIT H - HOURLY BILLING RATES
- EXHIBIT I - CONSULTANT TRAVEL AUTHORIZATION

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement is made and entered into by and between the CITY OF LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", AND FISHER SEHGAL YANEZ, INC., hereinafter referred to as the "CONSULTANT", and is set forth as follows:

WHEREAS, CITY has a need for consulting architectural services various projects; and

WHEREAS, 70 responded to the Request for Qualification (RFQ) dated April 18, 2003; and

WHEREAS, Fisher Sehgal Yanez is selected to be one of 15 consultants placed on a list as the most qualified by city staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, CONSULTANT has demonstrated qualifications to perform said services; and

WHEREAS, CONSULTANT meets the State requirements to perform professional architectural work as required by the California Architects Board; and

WHEREAS, services to be provided by CONSULTANT are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, CITY desires to retain CONSULTANT to provide the required engineering and technical services in connection with the Project as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; if there shall be 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 Agreement shall be equal to the number of the parties hereto, one text being retained by each party.

## **ARTICLE 2 – DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

<b>ARTIST</b>	An individual or group selected by the City and under a separate contract with the City that will provide artwork in compliance with the 1% for the Arts Program.
<b>BOARD</b>	The Board of Public Works of the City of Los Angeles.
<b>BUILDING INSPECTOR</b>	Also called the B&S Inspector; authorized representative from the Department of Building & Safety.
<b>BUREAU</b>	Bureau of Engineering, Department of Public Works, CITY of Los Angeles.
<b>CADD</b>	Computer- Aided Design and Drafting
<b>CITY</b>	The City of Los Angeles, Board of Public Works or its subordinate bureaus.
<b>CITY ENGINEER</b>	Representative of the Board.
<b>CONSTRUCTION DOCUMENTS</b>	The complete detail drawings, specifications, notices and addenda, based on the approved Design Development Plans

**CONTRACTOR**

The Construction Company associated with the CITY performing the work or improvements designed by the CONSULTANT.

**CONSULTANT**

Fisher Sehgal Yanez

**COST OF CONSTRUCTION**

The estimated cost of construction of the PROJECT at mid-point of construction, including all costs, exclusive of the following:  
CONSULTANT's fee stipulated in this AGREEMENT, Bureau of Engineering costs, cost of Artwork, cost of soil test, inspection cost, cost of material tests, cost of site survey, CITY Building Permit and other plan checking fees, advertising costs and cost of furniture and equipment not included in the Construction Contract.

**CULTURAL AFFAIRS**

The Department of Cultural Affairs, which includes the Cultural Affairs Commission, Cultural Heritage Commission and the Public Art Committee.

**DESIGN DEVELOPMENT PLANS**

Drawings indicating floor plans and elevations, outline specifications, estimate and color perspective renderings and photographs based on approved Schematic Design.

**DESIGN PROGRAM**

Data indicating space, personnel requirements, and functional relationships; list of all required functions, proposed construction budget and any other pertinent data needed for the design of the PROJECT.

**DESIGN SERVICES**

All services to be provided by the CONSULTANT and its subconsultants specified in this AGREEMENT

**ENGINEERING COST INDEX**

Construction Cost Index, or Building Construction Index for the City of Los Angeles as applicable and published in the "Engineering News Record" by the McGraw-Hill Publishing Company of New York.

**EXHIBITS**

Attachments to this Agreement including Project Task Orders

**GSD**

Refers to the General Services Department; maintains City-owned buildings as well as manages City Forces Construction.

**HOURLY BILLING RATE**

Hourly Billing Rate for CONSULTANT or



subconsultant(s) includes salary, fringe benefits, overhead, profit and all other expenses incurred by CONSULTANT or subconsultant.

<b>ITA</b>	Refers to the Information Technology Agency; Advises, maintains and installs the City's data and communication technology.
<b>INSPECTOR</b>	Refers to the Inspector of Public Works; Authorized Representative of the Director, Bureau of Contract Administration
<b>LUMP SUM PAYMENT</b>	Payment for delivery of completed services of a stipulated scope of work.
<b>MBE/WBE/OBE</b>	Minority/Women/Other Business Enterprise.
<b>NOTICE TO AWARD</b>	The written notice by the Engineer to the successful proposer stating that upon compliance by the successful proposer of required conditions, the City will give a Notice to Proceed.
<b>NOTICE TO PROCEED</b>	The written notice by the Engineer to the successful proposer that the Project shall commence.
<b>PRELIMINARY DESIGN DOCUMENTS</b>	Drawings and written design summary based on building program analysis
<b>PROGRAM MANAGER</b>	The Representative of the City Engineer
<b>PROJECT</b>	The construction of improvements to be designed by the CONSULTANT as defined in Project Task Order in Exhibit A of this Agreement.
<b>PROJECT ARCHITECT</b>	The technical architect assigned to the PROJECT.
<b>PROJECT ENGINEER</b>	The technical engineer assigned to the PROJECT.
<b>PROJECT MANAGER</b>	The designated person responsible for the tracking and monitoring of the scope, budget and schedule of the PROJECT.
<b>PROJECT TASK ORDER</b>	The detailed project description, scope of services, schedule and cost.
<b>QA / QC</b>	Quality Assurance / Quality Control (Program)

**REHABILITATION**

The act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historic, architectural and cultural values.

**SCHEMATIC DESIGN**

Schematic Drawings and Massing Model based on the approved Design Program and/or Preliminary Design for the project.

**USING AGENCY**

The City Departments who will occupy and operate the facilities of the completed PROJECT. The primary users may include, but not be limited to, the LAPD and LAFD.

**ARTICLE 3 - PROJECT DESCRIPTION**

The provision of architectural and related services on a pre-qualified basis, on various projects.

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

4.1 CONSULTANT shall perform the services described in Article 4.4. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

4.2 CONSULTANT shall provide corrective services without charge to the CITY for services which fail to meet the above standards and which are reported to CONSULTANT in writing within sixty days of discovery. Should the CONSULTANT fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and

the CONSULTANT shall be liable for any expenses thereby incurred.

#### 4.3 Maintenance of Records

CONSULTANT shall maintain complete and accurate records with respect to all costs incurred under this Agreement, including the records supporting the cost proposals used to enter into this Agreement with CITY. All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable. CONSULTANT shall make available to the representative of CITY all of such books and records, and the right to examine and audit the same, and to make transcripts or copies therefrom. CONSULTANT shall maintain and allow inspection of all said books and records, including, but not limited to work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. CONSULTANT shall maintain said records in a manner which will indicate actual time and allowable costs with respect to all work performed hereunder as required by CITY.

#### 4.4 Scope of Services

##### 4.4.1 Assignment of Work

Initially, the selected consultants will be listed in a random order. Assignment of Work Tasks under this contract will be done in one of the following manners noted below:

- For larger projects with sufficient lead time, it is anticipated that proposals may be requested from the entire list as set forth in 4.4.1A below. Larger projects are considered to be **\$10,000,000 and above**.
- Where schedules are tighter and/or for moderately sized projects, it is anticipated that proposals may be requested from the top three consultants on

the list as set forth in 4.4.1B below. Moderately sized projects are considered to be between **\$1,000,000 and \$10,000,000**.

- It is anticipated that for smaller projects that are general in nature, the City may choose to utilize the top consultant name on the list as set forth in 4.4.1C below. Smaller projects are considered to be **less than \$1,000,000**.
- At the discretion of the ENGINEER, the City may consider an open enrollment period at the midpoint of the contract term depending on usage and the needs of the Bureau of Engineering.

4.4.1A A Project Task Order Proposal Request will be prepared by the City and all consultants on the list may be asked to submit proposals on an upcoming project. For each desired Project Task Order, the project will be awarded to the pre-qualified list proposer whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purposes of subsequent work assignments.

Once an agreement is reached, the ENGINEER will issue a Notice of Award to the successful proposer. After insurance requirements are verified by the City, a Notice to Proceed will be issued. No work is authorized until the City issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list. A consultant may reject any offer of work, however, three such rejections during the term of the contract, including failures to respond to Project Task Order Proposals, will be cause for removal from the list.

4.4.1B For each desired task order, a Project Task Order Proposal Request will be prepared by the City and the top three firms on the list may be invited to propose. The project will be awarded to the pre-qualified list proposer whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purposes of subsequent work assignments and bidding.

Once an agreement is reached, the ENGINEER will issue a Notice of Award to the successful proposer. After insurance requirements are verified by the City, a Notice to Proceed will be issued. No work is authorized until the City issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list. A consultant may reject any offer of work, however, three such rejections during the term of the contract, including failures to respond to Project Task Order Proposals, will be cause for removal from the list.

4.4.1C In the event of a need for services, a Project Task Order will be issued by the City to the first ranked firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the City reserves the right to negotiate with the next firm on the list and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purpose of subsequent work assignments.

Once an agreement is reached, the ENGINEER will issue a Notice of Award to the successful proposer. After insurance requirements are verified by the City, a Notice to Proceed will be issued. No work is authorized until the City issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list. A consultant may reject any offer of work, however, three such rejections during the term of the contract, including failures to respond to Project Task Orders, will be cause for removal from the list

#### 4.4.2 Scope of Services

The provision of architectural and related services on a pre-qualified basis, on various projects. On certain Public Works projects the Bureau of Engineering plans to utilize consultants to provide architectural and

related services, for four years. These services may include, but are not limited to: urban planning, master planning, programming, schematic designing, design development, construction documents, design services during construction, interior space planning, adaptive reuse studies, as-built documentation, document filing and permitting, code research, CADD drafting, constructability reviews, sustainable design consulting and policy formulation, project scheduling, project estimating, specification writing, LEED documentation, rendering, model building, construction management, project management, and specialty consulting such as forensics, acoustical, audio visual, or fire/life safety.

#### 4.5 Consultant Schedule of Services

4.5.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within 15 calendar days, after receiving the CITY's notice to proceed, unless otherwise directed by the ENGINEER. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in **Exhibit A**. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.

4.5.2 The CONSULTANT's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the ENGINEER's review of each submittal unless a longer period of time is specified elsewhere in this Agreement. The work

activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Agreement and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the contract documents. CONSULTANT shall incorporate these comments in the schedules and submit the updated schedules to the ENGINEER for final approval.

- 4.5.3 The CONSULTANT shall submit an updated schedule of services to the ENGINEER five (5) days prior to the submittal of each of the CONSULTANT's monthly payment requests. The monthly submittal of the updated CONSULTANT's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work, incorporates all changes into the schedule, and shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submitted by the CONSULTANT, or other update submittal approved by the ENGINEER.

As a condition precedent to final payment, the CONSULTANT shall submit to the ENGINEER a final schedule of services that accurately reflects the manner in which the services were actually completed.

4.5.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONSULTANT shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the ENGINEER.

4.5.5 The CONSULTANT shall submit a progress report monthly. This will consist of a monthly narrative progress report. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

4.5.6 The CONSULTANT shall participate in Progress meetings with the ENGINEER. These meetings shall be held monthly or more frequently at the discretion of the ENGINEER. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.



## **ARTICLE 5 - KEY CONSULTANT PERSONNEL**

- 5.1 CONSULTANT designates the following person to be the key contact person for this contract: Arturo Yanez, AIA. Additional technical specialists shall be assigned subject to the ENGINEER's approval.
- 5.2 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Agreement shall serve in these positions as long as required by the Project, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of ENGINEER, provided such consent shall not be unreasonably withheld.

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

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

The CITY agrees to furnish CONSULTANT with Bureau of Engineering's Master Specifications, sample title block sheet, reports, data, statistics and analyses reasonably available concerning the matters covered by this Agreement.

## **ARTICLE 7 - TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire after four years from the date of full execution

unless terminated as provided under Article 8 or extended by amendment or change order to this Agreement.

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 the CONSULTANT by the person or persons authorized to bind the CONSULTANT hereto;
- (b) This Contract has been approved by the CITY's Council or by the Board, Officer or Employee authorized to give such approval;
- (c) The office of the City Attorney has indicated in writing its approval of this Contract as to form;
- (d) This Contract has been signed on behalf of the CITY by the person designated to so sign by the CITY's Council or by the Board, Officer or Employee authorized to enter into this Contract and is attested to by the Los Angeles City Clerk.

#### **ARTICLE 8 - TERMINATION**

8.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be

effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.2 This Agreement may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONSULTANT is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.3 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONSULTANT'S default.

If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to written commitments that were executed prior to the termination.

- 8.4 Upon receipt of a termination action under Articles 8.1 or 8.2 above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY originals of all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
- 8.5 Upon termination under Articles 8.1 or 8.2 above, the CITY may take over the work and may award another party an Agreement to complete the work under this Agreement.
- 8.6 If, after the termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Agreement price shall be made as provided in Article 8.3 of this article.

#### **ARTICLE 9 - SUBCONTRACT APPROVAL**

All subcontracts in excess of \$1,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subconsultant's name and dollar amount of each subcontract. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

CONSULTANT plans to subcontract with these firms listed below:

No.	Company Name Address Telephone/Contact Person	License No.	MBE/ WBE/ OBE	Description of work to be performed
1.	ENA Group 10956 Balboa Blvd. Granada Hills, CA 91344 (818) 368-0544 Contact: Armineh Gharibans	S3801	WBE	Structural Engineering
2.	Electrical Building Systems 10700 Ventura Blvd., Suite 2E Studio City, CA 91604 (818) 763-9179 Contact: Alex Berrocal	E15117	MBE	Electrical Engineering
3.	William J. Yang & Associates 847 N. Hollywood Way, Suite 100 Burbank, CA 91505 (818) 841-8888 Contact: William J. Yang	M13342	MBE/ DBE	Mechanical Engineering
4.	Mollenhauer Group 411 West 5 <sup>th</sup> Street Los Angeles, CA 90013 (213) 624-2661 Contact: J. Thomas Baine	552604-85	OBE	Civil Engineering
5.	Melendrez & Associates 617 South Olive Street Los Angeles, CA 91206 (213) 673-4400 Contact: Brian Mitchell	1519	WBE	Landscape Architecture
6.	O'Connor Construction Management 19600 Fairchild Road, Suite 300 Irvine, CA 92612 (949) 476-2094 Contact: Colin O'Connor	39009	WBE/ DBE	Cost Estimation

This listing is not exclusive and additional subconsultants may be added with the approval of the ENGINEER. Substitution requires approval from the BOARD.

## **ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT**

### **10.1 Definitions**

"Cost" as used herein is defined as the sum of: (1) Billing Salary Rates; (2) Indirect Expenses; (3) Other Direct Cost with no markup; (4) Subcontract Expenses; and (5) Profit as defined below.

10.1.1 "Billing Salary Rates" shall be at the rates approved by the ENGINEER, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Any adjustments to the CONSULTANT's direct salary rate shall be in accordance with established Bureau of Engineering policies, existing at the time the adjustment is approved. Billing salary rates may be increased one time per year, per employee, on the anniversary date of the contract's execution and are subject to the approval of the CITY. In no case shall the "Billing Salary Rates" exceed the actual salary rates paid to the employee. Any adjustments to subcontractor's and subconsultants' salaries and Hourly Billing Rates shall be reviewed and approved by the ENGINEER prior to invoicing. Adjustments to subconsultants' salaries and Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the

CONSULTANT's contract execution and are subject to approval of the CITY.

Any such increases shall be in accordance with established Bureau of Engineering policy existing at the time the adjustment is approved.

10.1.2 "Indirect Expenses" (including payroll burden, overhead, and General and Administrative Expenses) shall be the rate applied to billing salary rate. Indirect Expenses for this CONSULTANT services Agreement is not to exceed a rate of 160 percent for consultant personnel located in the Home Office and not to exceed a rate of 145 percent for consultant personnel located in the Field Office for the duration of the Agreement. Indirect Expense for any subconsultant for the duration of this Agreement shall be the actual audited rate of that subconsultant and shall remain fixed for the duration of the Agreement; however, this rate may not exceed the fixed rate for CONSULTANT as stated.

10.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY's policies), equipment owned or rented by CONSULTANT, auto rental (as approved within the Consultant Travel Authorization form, **Exhibit I**), and mileage charges (based on IRS allowable amounts), and supplies used in the work. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT's location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer

mileage, discounts and/or any other advantages which are acquired by the  
CONSULTANT as a result of CITY sponsored travel.

10.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to  
subconsultant for their services to the CITY, plus an administrative fee of five (5)  
percent. No administrative fee is allowed on Other Direct Costs of the  
subconsultant.

10.1.5 "Profit" shall be limited to ten (10) percent and shall be applied to the summation  
of "Indirect Expenses" and "Billing Salary Rates."

10.1.6 The CITY will not pay for CONSULTANT's nor subconsultant's personnel for  
invoice preparation. The CITY will not pay for CONSULTANT's nor  
subconsultant's communications expenses and computer time charges.

10.1.7 The amount shown for each task on a Project Services Cost Estimate are estimates  
only, and unexpended funds allocated for one task may be used for another task as  
long as the total Cost Estimate specified in the Project Task Order is not  
exceeded. Such reallocation of funds must have the prior written approval of the  
ENGINEER.

10.1.8 [Exhibit B], Project Services Cost Estimate, attached hereto and incorporated  
herein by this reference, shall be the format used for the estimated total cost by



task for each Project Task Order. For Project Task Orders specifying a Cost Reimbursement Plus Profit compensation method, the Project Services Cost Estimate shall be based upon the estimated hours of labor at estimated direct labor rates, the allocated indirect expenses, other direct cost, and profit. For Project Task Orders specifying a Lump Sum compensation method, the Project Services Cost Estimate shall set forth the total project cost and the appropriate payment milestones.

10.1.9 Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established hourly billing rates set forth in **Exhibit H**. The billing rates shall be approved by the ENGINEER for CONSULTANT employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit and all other expenses incurred by CONSULTANT. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

## 10.2 Compensation

CONSULTANT agrees to perform the work specified in Article 4.4, and CITY shall compensate CONSULTANT either on a Lump Sum basis, a Cost Reimbursement Plus Profit basis or an Hourly Billing Rate basis at the sole discretion of the CITY. CITY shall designate the compensation method in the Project Task Orders to be issued under this Agreement. If the Project Task Order specifies the compensation as being on a Cost

Reimbursement Plus Profit or Hourly Billing Rate basis, payment shall be made in accordance with the Task Services Cost Estimates to be provided for CITY approval prior to issuance of Notice to Proceed for any Task under this Agreement. Hourly rates, sub-contractor fees and other direct/indirect charges shall be in accordance with rates set herein. Individuals who CONSULTANT wishes to add to the project must have their compensation rate approved by the ENGINEER, and a revised **Scope of Services** must be prepared as evidence of this addition. The total cost ceiling shall be stated in the Project Task Order.

If the Project Task Order specifies the compensation as being on a Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order. The total cost ceiling shall be stated in the Project Task Order.

### 10.3 Invoicing and Payment

10.3.1 For Project Task Orders specifying a Cost Reimbursement Plus Profit method of payment, CONSULTANT shall, once each month, submit to CITY an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due CONSULTANT for services provided during the preceding month. CITY shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for

payment fifteen (15) days after receipt by the CITY. If the CITY does not notify CONSULTANT within thirty (30) days of receipt, then the entire invoice amount shall be deemed approved for payment. CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after ENGINEER receives CONSULTANT's invoice.

10.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to establish the amount of such invoices for allowable expenses. A Subconsultant Utilization Invoice Attachment [Exhibit C-2], listing MBE/WBE/DBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the Subconsultant Utilization Invoice Attachment. All invoices shall be subject to audit. Support for any other direct cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.

10.3.3 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Project Services Cost estimate set forth. CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONSULTANT

in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated Project Services Cost Estimate which shall thereupon constitute the cost performance of this Agreement. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the Agreement or as a result of termination.

10.3.4 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONSULTANT in excess of the Project Services Cost Estimate for any Project Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

10.3.5 CITY liability under this contract shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Agreement.

CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Agreement shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be

extended to the extent of such appropriation subject to the terms and conditions of this Agreement.

10.3.6 For Project Task Orders specifying a Lump Sum or the Hourly Billing Rate

method of payment, CONSULTANT shall submit to CITY, upon the satisfactory completion of each task/milestone, an original and three (3) copies of an invoice in a format acceptable to the CITY. CITY shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the CITY. If the CITY does not notify CONSULTANT within thirty (30) days of receipt, then the entire invoice amount shall be deemed approved for payment. CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after ENGINEER receives CONSULTANT's invoice.

**ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

**ARTICLE 12 - INDEMNIFICATION AND INSURANCE**

12.1 **INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONSULTANT undertakes

and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of CONSULTANT or its subconsultants of any tier. The provisions of this paragraph shall survive termination of this Agreement.

## 12.2 INSURANCE

### A. General Conditions

During the term of this Contract and without limiting

**CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY, CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in **[Exhibit D]** hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, Ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in **[Exhibit D]**, and shall otherwise be in a form acceptable to the City Attorney.

Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the City.

**B. Modification of Coverage**

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

**C. Failure to Procure Insurance**

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from

**CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

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

**D.     Workers Compensation**

By signing this Contract, **CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers= Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

**ARTICLE 13 -INDEPENDENT CONTRACTORS**



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

#### **ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT**

- 14.1 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.
- 14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONSULTANT shall exhibit proper professional judgement in the use of information furnished by CITY in Article 6. 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 Agreement, as well as recommendations for the correction of such incorrect or misleading information.

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

14.5 Except as specified in Article 12 and as otherwise provided in this Agreement, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

#### **ARTICLE 15 - OWNERSHIP OF DATA**

15.1 Unless otherwise provided for herein, the originals of all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, design calculations, engineering notes, and reports originated and prepared by CONSULTANT under this Agreement shall be and remain the property of the CITY for its use in any manner it deems appropriate. CONSULTANT shall provide two (2) sets (one original set and one copy) legible and reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set in the form described in Article 15.2, below. CONSULTANT shall be permitted to maintain copies of all such data for its own files. Should CITY use these products or data in connection with additions to the

work required under this Agreement or for new work, without consultation with and without additional compensation to CONSULTANT, CONSULTANT shall have no liability or responsibility whatsoever in connection with such use.

- 15.2 Specifically with regard to the computer data files specified in Article 15.1, above, said computer data files (or databases) shall be provided to the CITY by tape or electronically, via an asynchronous RS-232 protocol, to a CITY provided compatible computer system. 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.

#### **ARTICLE 16 - NONDISCRIMINATION AND AFFIRMATIVE ACTION**

The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONSULTANT relating to this Agreement, to the

extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT=S Agreement with the CITY.

## **ARTICLE 17 - MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE**

### **OUTREACH PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with Mayoral Directive 2001-26 regarding the MBE/WBE/OBE Subcontractor Outreach Program for Personal Services Contracts Greater than \$100,000, included as Attachment 9 to the Request for Qualifications. CONSULTANT shall not change any of these designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

When a Project Task Order is issued, an MBE/WBE/DBE/OBE Utilization Profile, [Exhibit C-1], listing MBE/WBE/DBE/OBE planned expenditures throughout the life of the project shall be submitted by CONSULTANT. As part of the invoicing procedures described in Article 10.3.2 Supra, CONSULTANT shall complete the Subconsultant Utilization Invoice Attachment [Exhibit C-2] and shall provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. The MBE/WBE/DBE/OBE Utilization Profile shall remain the same throughout the

life of the project unless there is written concurrence of the ENGINEER in the form of a Change Authorization Form – MBE/WBE/DBE/OBE Utilization Profile [Exhibit C-3].

#### **ARTICLE 18 - SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the contract shall be made without written consent of the parties to this Agreement as required under Article 32.

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

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: Deborah Weintraub , AIA, City Architect

Address: 650 South Spring Street, Suite 700, Los Angeles California, 90014

##### **To CONSULTANT:**

Contact Person: Arturo Yanez, AIA

Address: 3235 San Fernando Road, #2C, Los Angeles California, 90065

#### **ARTICLE 20 - FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONSULTANT nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond CONSULTANT's or the CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

#### **ARTICLE 21 - SEVERABILITY**

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

#### **ARTICLE 22 - DISPUTES**

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

#### **ARTICLE 23 - ENTIRE AGREEMENT**

This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

#### **ARTICLE 24 - 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 Agreement shall be enforced and interpreted under the laws of the State of California. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

#### **ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION**

##### **CERTIFICATE REQUIRED**

CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended. Should such certificate(s) become suspended or revoked, it is the CONSULTANT's responsibility to report the matter immediately to the ENGINEER.

## **ARTICLE 26 - BONDS**

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

## **ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS**

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. 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 this ordinance, CONSULTANT shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Contract. Pursuant to Section 10.10b 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 and Notices of Assignment applicable to them personally shall constitute a default by the CONSULTANT under terms of this contract, subjecting this Contract to



termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONSULTANT by City. Any subcontract entered into by the CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the CONSULTANT to obtain compliance of its subcontractors shall constitute a default by the CONSULTANT under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONSULTANT by the City.

CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONSULTANT assures 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 subdivision (1) of the Public Contract Code 7110.

#### **ARTICLE 28 - Living Wage Ordinance and Service Contractor Worker Retention**

##### **Ordinance**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36

et. seq., of the Los Angeles Administrative Code, as amended from time to time.

1. Payment of a minimum initial wage to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/ CONSULTANT shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each subcontractor to the City within ninety days of the execution of the subcontract. CONTRACTOR=S/CONSULTANT=S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT with respect to such pledges and fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in

proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO.

CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any subcontract entered into by the CONTRACTOR/ CONSULTANT relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and the Service Contractor Worker Retention Ordinance" language.
  5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone

uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit. Employers must further make available to employees the forms required to secure advance EITC payments from employers.

ARTICLE 29 - AMERICANS WITH DISABILITIES ACT

The CONSULTANT shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the

Americans with Disabilities Act which is attached hereto as [Exhibit F] and incorporated herein by this reference.

**ARTICLE 30 - EQUAL BENEFITS ORDINANCE.**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

A. CONTRACTOR/CONSULTANT shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

1. The CONTRACTOR/CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
2. The CONTRACTOR/CONSULTANT shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority, or to the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to

provide evidence that it has complied or will comply therewith.

3. The failure of any CONTRACTOR/CONSULTANT to comply with the Equal Benefits Provisions of this Contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR/CONSULTANT.
4. Upon a finding duly made that the CONTRACTOR/CONSULTANT has breached the Equal Benefits Provisions of this contract, this Contract may be forthwith canceled, terminated, or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the City Administrative Officer that said CONTRACTOR/CONSULTANT is an irresponsible bidder pursuant to the provisions of Section 371, of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR/CONSULTANT shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

5. Notwithstanding any other provisions of this Contract, the City of Los Angeles shall have any and all other remedies at law for any breach hereof.
6. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
7. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modification of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.
8. All CONTRACTORS/CONSULTANTS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR/CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR/CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR=CONSULTANT= contract with the CITY.

### **ARTICLE 31 - WAIVER**

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

### **ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

### **ARTICLE 33 - PERMITS**

The CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONSULTANT's performance hereunder and shall pay any fees required therefore. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

### **ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS**

The CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, 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 matter produced by the CONSULTANT hereunder), against the 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 - DISCOUNTS**

CONSULTANT agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payments made under this Agreement which meet the discount terms.

#### **ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change would affect CONTRACTOR=CONSULTANT= fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

- 1) notify the awarding authority within thirty calendar days after receiving notification that any

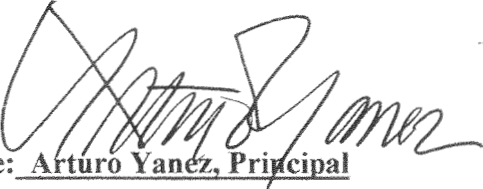
government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state, and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s) as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

#### **ARTICLE 37 – BREACH**


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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

**Fisher Sehgal Yanez**

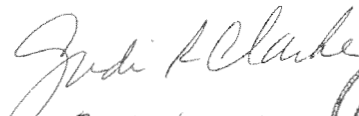

By:  9/2/2003  
Title: Arturo Yanez, Principal

**CITY OF LOS ANGELES**

By:  3/18/2004  
Title: President, Board of Public Works

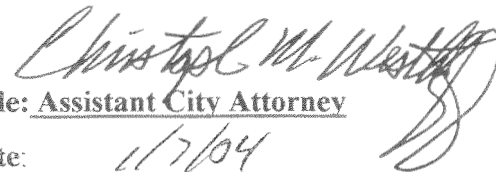
**ATTEST:**

J. MICHAEL CAREY, City Clerk

By:   
Date: 3-24-04 

**APPROVED AS TO FORM:**

ROCKARD J. DELGADILLO, City Attorney

By:   
Title: Assistant City Attorney  
Date: 1/7/04

**EXHIBIT A**

**PROJECT SCHEDULE (SAMPLE BAR)**

**Sample Design Schedule for Animal Facilities Bond Program**

ID	Task Name	Duration	Start	Finish
1	Design Phase	364 days	Sat 6/1/02	Fri 5/30/03
2	Notice to Proceed	0 days	Sat 6/1/02	Sat 6/1/02
3	Schematic Phase	126 days	Sat 6/1/02	Fri 10/4/02
4	Preliminary Design Study	21 days	Sat 6/1/02	Fri 6/21/02
5	Facilities Program	14 days	Sat 6/1/02	Fri 6/14/02
6	Building & Safety	7 days	Sat 6/15/02	Fri 6/21/02
7	City Planning	7 days	Sat 6/15/02	Fri 6/21/02
8	Other Requirements	7 days	Sat 6/15/02	Fri 6/21/02
9	Schematic Design - Alternates	21 days	Sat 6/22/02	Fri 7/12/02
10	City Engineer Review	14 days	Sat 7/13/02	Fri 7/26/02
11	Schematic Design - Development	28 days	Sat 7/27/02	Fri 8/23/02
12	Presentations - Dept. & Comm.	7 days	Sat 8/24/02	Fri 8/30/02
13	Cultural Affairs - Conceptual Approval	21 days	Sat 8/31/02	Fri 9/20/02
14	City Engineer Review	14 days	Sat 9/21/02	Fri 10/4/02
15	Design Development Phase	70 days	Sat 10/5/02	Fri 12/13/02
16	Design Development	28 days	Sat 10/5/02	Fri 11/1/02
17	Presentations - Dept. & Comm.	7 days	Sat 11/2/02	Fri 11/8/02
18	Cultural Affairs - Final Approval	21 days	Sat 11/9/02	Fri 11/29/02
19	City Engineer Review	14 days	Sat 11/30/02	Fri 12/13/02
20	Construction Documents	126 days	Fri 12/13/02	Fri 4/18/03
21	Start Construction Documents	0 days	Fri 12/13/02	Fri 12/13/02
22	50% Completion	56 days	Sat 12/14/02	Fri 2/7/03
23	City Engineer Review	14 days	Sat 2/8/03	Fri 2/21/03
24	100% Completion	56 days	Sat 2/8/03	Fri 4/4/03
25	City Engineer Review	14 days	Sat 4/5/03	Fri 4/18/03
26	Pre-Construction	56 days	Sat 4/5/03	Fri 5/30/03
27	Plan Check and Permit	56 days	Sat 4/5/03	Fri 5/30/03
28	City Engineer Signature	0 days	Fri 5/30/03	Fri 5/30/03



Printed Date: Fri 8/29/03

Task 

Critical Task 

Progress 

Milestone 

External Milestone   
Deadline 

---

**EXHIBIT B**

**PROJECT SERVICES COST ESTIMATE**

# EXHIBIT B- PROJECT SERVICES COST ESTIMATE

The City of Los Angeles  
Bridge Improvement Program  
Cost proposal

COST PROPOSAL WORKSHEET				
COMPANY:	SCOPE OF WORK Project Summary	DATE:	REV:	
Task Order		MILESTONE/PHASE/ PROJECT SUMMARY: Project Summary		
Direct labor				
Personnel	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL HOURS			TOTAL DIRECT LABOR \$	
MULTIPLERS				
ESCALATION @%		(Rate)		
OVERHEAD @		(of Total Direct Labor + Escalation)		
PAYROLL ADDITIVES @		151.17%(of Total Direct Labor + Escalation)		
TOTAL MULTIPLIERS				\$
OTHER DIRECT EXPENSES *** Billed at Actual Cost***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL OTHER DIRECT EXPENSES				\$
OUTSIDE SERVICES (w/o fee)				
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
				\$
				\$
				\$
TOTAL OUTSIDE SERVICES				\$
FEES				
%				\$
				\$
Total Fees				\$
TOTAL COST				\$

## **EXHIBIT C-1**

### **MBE/WBE/OBE UTILIZATION PROFILE**



## MBE/WBE/DBE/OBE UTILIZATION PROFILE

Month Ending	Total Planned Contracted	Prime		MBE		WBE		DBE		OBE	
	\$	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date
1			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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3			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
4			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
5			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
6			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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9			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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12			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
13			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
14			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
15			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
16			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
17			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
18			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
19			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
20			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
21			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
22			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
23			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
24			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
25			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
26			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
27			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
28			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
29			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
30			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
31			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
32			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
33			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
34			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
35			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
36			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Total Planned	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!

**EXHIBIT C-2**

**SUBCONTRACTOR UTILIZATION INVOICE  
ATTACHMENT**

## SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT

Consultant Company:				
Contract Title:				
Contract No:				
Contract Ceiling:				
Contract Execution Date:				
Contract Expiration Date:				

	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Invoice Date	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Invoice Number	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Invoice Amount	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Invoice Amount to Date
--	---	---	---	---

Contract Balance Remaining: ..... \$ -

<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Planned Month	(From Utilization Profile - Exh. C of Contract)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Planned Amount to Date
--	---	---

**MBE/WBE/DBE/OBE Utilization:**

MBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
<b>Total MBE</b>	\$ -	\$ -	\$ -	#DIV/0!

MBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	<table style="width: 100%;"> <tr> <td style="text-align: center;">Cost</td> <td style="text-align: center;">#DIV/0!</td> </tr> <tr> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">#DIV/0!</td> </tr> <tr> <td style="text-align: center;">#DIV/0!</td> <td style="text-align: center;">#DIV/0!</td> </tr> </table>	Cost	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Cost	#DIV/0!						
\$ -	#DIV/0!						
#DIV/0!	#DIV/0!						

WBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
<b>Total WBE</b>	\$ -	\$ -	\$ -	#DIV/0!

WBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	<table style="width: 100%;"> <tr> <td style="text-align: center;">Cost</td> <td style="text-align: center;">#DIV/0!</td> </tr> <tr> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">#DIV/0!</td> </tr> <tr> <td style="text-align: center;">#DIV/0!</td> <td style="text-align: center;">#DIV/0!</td> </tr> </table>	Cost	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Cost	#DIV/0!						
\$ -	#DIV/0!						
#DIV/0!	#DIV/0!						

## SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT

DBE Firms:				
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
<b>Total DBE</b>				#DIV/0!

DBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Cost</td></tr> <tr><td style="text-align: center;">\$ -</td></tr> </table>	Cost	\$ -	<table style="width: 100%;"> <tr><td style="text-align: center;">% Utilization</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> </table>	% Utilization	#DIV/0!	#DIV/0!	#DIV/0!
Cost								
\$ -								
% Utilization								
#DIV/0!								
#DIV/0!								
#DIV/0!								

OBE Firms:				
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
<b>Total OBE</b>				#DIV/0!

OBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Cost</td></tr> <tr><td style="text-align: center;">\$ -</td></tr> </table>	Cost	\$ -	<table style="width: 100%;"> <tr><td style="text-align: center;">% Utilization</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> <tr><td style="text-align: center;">#DIV/0!</td></tr> </table>	% Utilization	#DIV/0!	#DIV/0!	#DIV/0!
Cost								
\$ -								
% Utilization								
#DIV/0!								
#DIV/0!								
#DIV/0!								

Explanation for Negative Deviation	

Note:   To be filled out at the start of the contract period and then should seldom need to change

  To be filled out each month by consultant with that month's update data.

## **EXHIBIT C-3**

# **CHANGE AUTHORIZATION FORM- MBE/WBE/DBE/OBE UTILIZATION PROFILE**

## CHANGE AUTHORIZATION FORM

### MBE/WBE/DBE/OBE UTILIZATION PROFILE (Contract Exhibit C-3)

Program: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Change # \_\_\_\_\_

**Description of Proposed Changes** (attach Current and Proposed Utilization Profiles)

\_\_\_\_\_

**Reason for Changes**

\_\_\_\_\_

**Impact on Final MBE/WBE/DBE/OBE Participation**

\_\_\_\_\_

Recommended by: _____ (Project Manager)	Date: _____
Approved by Program Manager: _____ (Signature)	Date: _____

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

**EXHIBIT D - Cont.**  
**INSURANCE REQUIREMENTS**

Name: Fisher Sehgal Yanez Inc. Date January 26, 2004  
Contract/Reference: \_\_\_\_\_

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

☒ Workers' Compensation (statutory)/employer's Liability \$500,000  
☐ Broad Form All States Endorsement  
☐ Voluntary Compensation Endorsement  
☐ Longshore and Harbor Workers' Compensation Act

☐ Aircraft Liability \$ \_\_\_\_\_ ☐ Aviation/Airport Liability \$ \_\_\_\_\_  
☒ General Liability \$1,000,000 ☒ Automobile Liability \$500,000

If automobile is used in Contract

☐ Passenger Liability (per seat) \$ \_\_\_\_\_  
☒ Premises and Operations ..... ☐ Explosion Hazard  
☒ Contractual Liability ☐ Collapse/Underground Hazard  
☒ Independent Contractors ..... ☐ Garagekeeper's Legal Liability  
☒ Products/Completed Operations ☐ Hangarkeeper's Legal Liability  
☐ Broad Form Property Damage ☒ Owned Automobiles  
☐ Personal Injury ..... ☒ Nonowned/Hired Automobiles  
☐ Broad Form Liability ☐ Hookup (limited)  
☐ Watercraft Liability  
☐ Incidental Medical Malpractice ☐ \_\_\_\_\_

☒ Professional Liability (Errors and Omissions) \$1,000,000

Discovery period: 12 months

☐ Property Insurance \$ \_\_\_\_\_ ☐ Fine Art Floater \$ \_\_\_\_\_  
☐ All Risk Coverage ☐ Boiler & Machinery  
☐ Fire and Extended Coverage ☐ Debris Removal  
☐ Vandalism & Malicious Mischief ☐ Sprinkler Leakage



**EXHIBIT D - Cont.**  
**INSURANCE REQUIREMENTS**

- ( ) Flood \$ \_\_\_\_\_ ( ) Windstorm  
( ) Earthquake \$ \_\_\_\_\_ ( ) \_\_\_\_\_  
( ) Fire Legal Liability \$ \_\_\_\_\_

If Contractor leases City property or has construction loans for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles

- ( ) Crime Insurance \$ \_\_\_\_\_  
    ( ) Comprehensive Dishonesty Disappearance & Destruction  
    ( ) Blanket Crime  
( ) Fidelity Bond \$ \_\_\_\_\_  
    or 1/12 of total funding of all contracts whichever is greater  
    ( ) Blanket Position ..... ( ) Commercial Blanket  
    ( ) \_\_\_\_\_

- ( ) Owner's Protective Liability \$ \_\_\_\_\_

- ( ) Ocean marine Liability \$ \_\_\_\_\_ ( ) Ocean Cargo \$ \_\_\_\_\_  
    ( ) Protection & Indemnity ( ) Jones Act ..... ( ) Inchmaree  
    ( ) Running Down Clause ( ) Wharfinger's Liability ( ) Charterer's Legal Liability  
    ( ) Pollution ( ) Ship Repairer's Liability ..... ( ) \_\_\_\_\_

Notes: \_\_\_\_\_

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

Submitting Proof of Insurance to the City of Los Angeles  
(Share this information with your insurance agent or broker.)

**Person to Contact** Direct all correspondences, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

Name	
City Agency	
Address	
TEL	FAX

**GENERAL INFORMATION**

1. **Project ID.** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job sit or street address to ensure that your submission will be properly credited. Provide the types of coverage and dollar amounts specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.
2. **When to submit.** Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For As-needed Contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance.** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk-Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

**ADMINISTRATIVE REQUIREMENTS**

5. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree

**EXHIBIT D - Cont.**  
**INSURANCE REQUIREMENTS**

to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.
7. **Signature.** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

**POLICY CONDITIONS**

8. **Additional Insured/Loss Payee.** The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability to the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.
9. **Notice of Cancellation.** You agree contractually to maintain all required insurance in full force for the duration of your business with the City By Ordinance, all required insurance must provide at least 30 days prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your insurance company elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the scope of coverage which affects the City's interest is to be reduced or when the dollar limits of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.
10. **Primary Coverage.** The coverage must be primary with respect to any insurance of self insurance of the City. The City's program shall be excess of this insurance and non-contributing.
11. **Separation of Insureds (Severability of Interest).** In construction contracts, the City must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

**EXHIBIT D - Cont.**  
**INSURANCE REQUIREMENTS**

**PROCEDURES**

12. **Acceptable Evidence and Approval.** City Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The City forms are acceptable to the California Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the AOther Provisions= box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement forms is a certified copy of full insurance policy which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. Binders and Cover Notes are acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and Certificates of Insurance are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers= Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City=s interests.
13. **Renewal.** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 7 through 10 of this information sheet.

**COVERAGE INFORMATION**

14. Dollar Limits of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee's activities.
15. General Liability insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of work or your presence on City premises. Contractual liability coverage is a required inclusion in this insurance. (See separate information sheet on the City=s SPARTA program as an optional source of low-cost insurance which meets all requirements.)
16. Automobile Liability insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on City premises; it is not

**EXHIBIT D - Cont.**  
**INSURANCE REQUIREMENTS**

required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirements.

17. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
18. Workers= Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Waiver of Subrogation on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g.; uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.
19. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the City. Fire Legal Liability is required for persons occupying a portion of City premises.
20. Surety coverage may be required to guarantee performance of work. A Fidelity-bond may be required to handle City funds, high value property and under certain other conditions. Specialty coverages may be needed for certain operations.

## **EXHIBIT E**

# **CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH  
CHILD SUPPORT OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Fisher Sehgal Yancez, Inc. will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles, California  
City/County/State

18 May 2003  
Date

Fisher Sehgal Yancez, Inc. 3235 San Fernando Rd. 2C, L.A. CA 90065  
Name of Business Address

[Signature]  
Signature of Authorized Officer or Representative

Lori Ann Naylor  
Print Name

Marketing Director  
Title

323-255-4343  
Telephone Number

**EXHIBIT F**

**CERTIFICATION REGARDING AMERICANS  
WITH DISABILITIES ACT**



**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER N/A

CONTRACTOR/BORROWER/AGENCY \_\_\_\_\_

Name and Title of Authorized Representative

Lori Ann Naylor Marketing Director

SIGNATURE [Signature]

DATE 18 May 2003

Rev. 9/01

Transmittal No. 1

## **EXHIBIT G**

# **CERTIFICATION REGARDING COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

**CITY OF LOS ANGELES**  
**Office of the City Administrative Officer**  
**Contractor Enforcement Section**  
**200 North Main Street, Room 1240, Los Angeles, CA 90012**  
**Phone: (213) 978-7650 - Fax: (213) 978-7616**

**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2-1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Agreement: Dept. of Public Works Contact/Phone: Deborah Weintraub, HHA  
213-847-5282

**SECTION 1. CONTACT INFORMATION**

Company Name: FISHER SEHGAAL YANEZ, Inc.  
 Company Address: 3235 San Fernando Rd. #2C  
 City: Los Angeles State: CA Zip: 90065  
 Contact Person: Lori Ann Naylor Phone: 323-255-4343 Fax: 323-255-4848

I am a one-person contractor, and I have no employees. ☐ Yes ☒ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: Twelve Employees

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted an EBO Certification and all supporting documentation? ☐ Yes ☒ No  
If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3.  
If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s)) <u>BLUE CROSS OF CALIFORNIA</u>				
	Health Carrier 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s)) <u>BLUE SHIELD OF CALIFORNIA</u>				
	Dental Carrier 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and opposite sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Provisional Compliance Form (CAO/EBO-3) and supporting documentation with this form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Reasonable Measures Application (CAO/EBO-2) and supporting documentation with this form.
- ☐ **c. Comply on a Contract by Contract Basis.** Compliance may be granted on a contract by contract basis for those Contractors who have multiple locations in the US but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement. Supporting documentation for the affected locations/employee(e) must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with the EBO only for the employee(s) working on the City agreement. Supporting documentation for the affected employees must be submitted.

### SECTION 3. SUBCONTRACTOR COMPLIANCE

You must submit the Subcontractor Information Form (Form CAO/LW-18) within 10 days of execution of each City agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance (Form CAO/EBO-1) within 30 days of execution of each subcontract.

### SECTION 4. EXECUTE THE CERTIFICATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Office of the City Administrative Officer for review.

#### CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 21<sup>st</sup> day of MAY, in the year 2003, at Los Angeles, CA  
(City) (State)

Lori Ann Naylor  
Signature

Lori Ann Naylor  
Name of Signatory (please print)

Marketing Director  
Title

3235 San Fernando Rd. #2C  
Mailing Address

Los Angeles, CA 90065  
City, State, Zip Code

95-4638941  
Federal ID or Social Security Number

**EXHIBIT H**

**HOURLY BILLING RATES**

City of Los Angeles  
Department of Public Works  
Bureau of Engineering

Company:  
Consultant Staff Costs

Staff Classification	Hourly Rate	General & Administration Costs: Percentage=25%	Overhead: Percentage=25%	Profit: Percentage=10%	Total Home Office Rate: Percentage=160%	Field Office Rate*: Percentage=145%
Principal Architect	\$93.75	\$23.44	\$23.44	\$9.38	\$150.00	\$135.94
Principal Engineer	\$93.75	\$23.44	\$23.44	\$9.38	\$150.00	\$135.94
Senior Architect	\$75.00	\$18.75	\$18.75	\$7.50	\$120.00	\$108.75
Senior Engineer	\$75.00	\$18.75	\$18.75	\$7.50	\$120.00	\$108.75
Project Architect	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Project Engineer	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Senior Architectural Designer	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Senior Engineering Designer	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Architectural Designer	\$50.00	\$12.50	\$12.50	\$5.00	\$80.00	\$72.50
Principal Landscape Architect	\$81.25	\$20.31	\$20.31	\$8.13	\$130.00	\$117.81
Landscape Architect	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Engineering Designer	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Interior Designer	\$56.25	\$14.06	\$14.06	\$5.63	\$90.00	\$81.56
Specification Writer	\$46.88	\$11.72	\$11.72	\$4.69	\$75.00	\$67.97
Cost Estimator	\$46.88	\$11.72	\$11.72	\$4.69	\$75.00	\$67.97
Senior Draftperson	\$43.75	\$10.94	\$10.94	\$4.38	\$70.00	\$63.44
Draftperson	\$31.25	\$7.81	\$7.81	\$3.13	\$50.00	\$45.31
Clerical	\$28.13	\$7.03	\$7.03	\$2.81	\$45.00	\$40.78

Signature:   
Print Name & Title

Date: 27 JAN 2004

ARTURO YANEZ, PRINCIPAL

\* Field Office Rate is for Consultant staff costs when staff is located within City offices at the City's request.

11/18/2003

## **EXHIBIT I**

# **CONSULTANT TRAVEL AUTHORIZATION**

**EXHIBIT I**  
**BUREAU OF ENGINEERING**  
**[INSERT CONTRACT NAME]**  
**CONSULTANT TRAVEL AUTHORIZATION**

Last name	First Name	Middle Initial	Job	Subjob
-----------	------------	----------------	-----	--------

Destination	Date Depart	Date Return	Company
-------------	-------------	-------------	---------

List in order all points of authorized business stopovers:

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Air Travel is authorized
<input type="checkbox"/>	<input type="checkbox"/>	Use of rental auto is authorized
<input type="checkbox"/>	<input type="checkbox"/>	Travel will be performed by privately owned auto at \$./m.
<input type="checkbox"/>	<input type="checkbox"/>	Other method of transportation, specify:

**Justification for Travel:**

Approved:  
ENGINEER

\_\_\_\_\_  
PRINT NAME IN FULL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Approved:  
CONSULTANT  
MANAGER

\_\_\_\_\_  
PRINT NAME IN FULL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Approved:  
SR CITY MGMT  
(Div or Ass't Div Mgr)

\_\_\_\_\_  
PRINT NAME IN FULL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

cc:



ARCHITECTURAL DIVISION  
RECEIVED

07 DEC 20 AM 9:52 AMENDMENT NO. 1

BUREAU OF ENGINEERING  
CITY OF LOS ANGELES

PROJECT # C - 106420

BETWEEN

CITY OF LOS ANGELES

AND

FISHER SEHGAL YANEZ, INC.

FOR

PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES

AMENDMENT NO. 1 TO THE PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF LOS ANGELES, AND FISHER, SEHGAL, YANEZ, INC.

This Amendment modifies the Agreement dated March 24, 2004, between the City of Los Angeles, Department of Public Works, (hereinafter referred to as "CITY") and FISHER, SEHGAL, YANEZ, INC (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, CITY issued a Request for Proposals (RFQ) on April 18, 2003 for architectural and related services, on a pre-qualified basis, on various projects and CONSULTANT submitted a proposal in response; and

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

WHEREAS, the CONSULTANT is currently providing architectural and construction services for the Vision Theatre project and for the Lincoln Pool and Bathhouse and the Downey Pool replacement projects and has the capacity and the experienced personnel to provide the required services; and

WHEREAS, the CONSULTANT may be requested to provide additional services as required by the City; 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 Agreement No C - 104621, the Contract is hereby amended as follows:

**ARTICLE 1            SECTION HEADINGS**

No Change

**ARTICLE 2            DEFINITIONS**

No Change

**ARTICLE 3            PROJECT DESCRIPTION**

No Change

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

No Change

**ARTICLE 5            KEY CONSULTANT PERSONNEL**

No Change

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

No Change

**ARTICLE 7                      TERM OF AGREEMENT**

Change 7.1

From    Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire after four years from date of full execution unless terminated as provided under Article 8 or extended by amendment or change order to this Agreement.

To        Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire on March 23, 2012, after eight years from date of full execution, March 23, 2012, unless terminated as provided under Article 8 or extended by amendment or change order to this Agreement.

All other information under Article 7 will remain the same.

**ARTICLE 8                      TERMINATION**

No Change

**ARTICLE 9                      SUBCONTRACT APPROVAL**

No Change

**ARTICLE 10                    COMPENSATION, INVOICING AND PAYMENT**

No Change

**ARTICLE 11                    AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

**ARTICLE 12                    INDEMNIFICATION AND INSURANCE**

No Change

**ARTICLE 13                    INDEPENDENT CONTRACTORS**

No Change

**ARTICLE 14                    WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

**ARTICLE 15                    OWNERSHIP OF DATA**

	No Change
<b>ARTICLE 16</b>	<b>NONDISCRIMINATION AND AFFIRMATIVE ACTION</b>
	No Change
<b>ARTICLE 17</b>	<b>MINORITY, WOMEN AND OTHR BUSINESS ENTERPRISE OUTREACH PROGRAM</b>
	No Change
<b>ARTICLE 18</b>	<b>SUCCESORS AND ASSIGNS</b>
	No Change
<b>ARTICLE 19</b>	<b>CONTACT PERSON – PROPER ADDRESSES – NOTIFICATION</b>
	Article 19 is hereby amended to read as follows:
	<u>To The CITY:</u>
	Contact Person: Mahmood Karimzadeh, AIA, City Architect
	Address: 1149 South Broadway, Suite 830, Los Angeles, CA 90015-2213
	<u>To Consultant:</u>
	Contact Person: Arturo Yanez, Principal
	Address: 3235 San Fernando Road, #2C, Los Angeles, CA 90065
<b>ARTICLE 20</b>	<b>FORCE MAJEURE</b>
	No Change
<b>ARTICLE 21</b>	<b>SEVERABILITY</b>
	No Change
<b>ARTICLE 22</b>	<b>DISPUTES</b>
	No Change
<b>ARTICLE 23</b>	<b>ENTIRE AGREEMENT</b>
	No Change
<b>ARTICLE 24</b>	<b>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</b>

	No Change
<b>ARTICLE 25</b>	<b>LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</b>
	No Change
<b>ARTICLE 26</b>	<b>BONDS</b>
	No Change
<b>ARTICLE 27</b>	<b>CHILD SUPPORT ASSIGNMENT ORDERS</b>
	No Change
<b>ARTICLE 28</b>	<b>SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE</b>
	No Change
<b>ARTICLE 29</b>	<b>AMERICANS WITH DISABILITIES ACT</b>
	No Change
<b>ARTICLE 30</b>	<b>EQUAL BENEFITS ORDINANCE</b>
	No Change
<b>ARTICLE 31</b>	<b>WAIVER</b>
	No Change
<b>ARTICLE 32</b>	<b>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</b>
	No Change
<b>ARTICLE 33</b>	<b>PERMITS</b>
	No Change
<b>ARTICLE 34</b>	<b>CLAIMS FOR LABOR AND MATERIALS</b>
	No Change
<b>ARTICLE 35</b>	<b>DISCOUNTS</b>
	No Change
<b>ARTICLE 36</b>	<b>CONTRACTOR RESPONSIBILITY ORDINANCE</b>
	No Change

ARTICLE 37

BREACH

No Change

ARTICLE 38

SLAVERY DISCLOSURE ORDINANCE

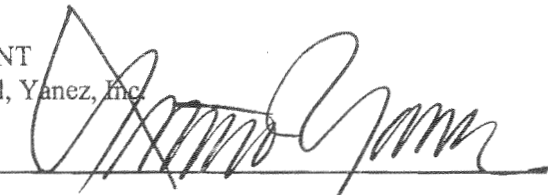
Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated March 23, 2004 remains unchanged.

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

CONSULTANT  
Fisher, Sehgal, Yanez, Inc.

By: \_\_\_\_\_



Title: \_\_\_\_\_

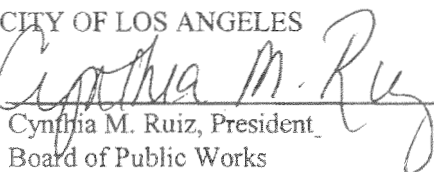
PRESIDENT

17 DEC '07

Date

THE CITY OF LOS ANGELES

By: \_\_\_\_\_

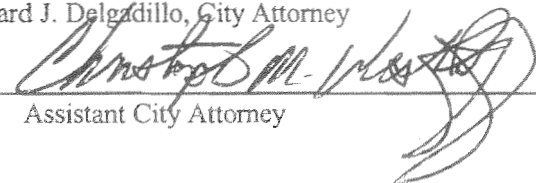
  
Cynthia M. Ruiz, President  
Board of Public Works

4/25/08

Date

APPROVED AS TO FORM  
Rockard J. Delgadillo, City Attorney

By: \_\_\_\_\_

  
Assistant City Attorney

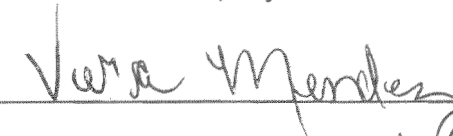
4/24/08

Date

ATTEST:

~~FRANK T. MARTINEZ, City Clerk~~ KAREN E. KALFAYAN, City Clerk

By: \_\_\_\_\_



5-2-08

Date

C-106420-1



AMENDMENT NO. 2

to

Contract No. C- 106420

for the

PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES

Between

CITY OF LOS ANGELES

and

FSY ARCHITECTS, INC.

**AMENDMENT NO. 2 TO CONTRACT NO. C-106420, FOR PRE-QUALIFIED ON-  
CALL ARCHITECTURAL CONSULTANT SERVICES BETWEEN THE CITY OF LOS  
ANGELES AND FSY ARCHITECTS, INC.**

This Amendment modifies Contract No. C-106420 dated March 24, 2004 and Amendment No. 1 dated May 2, 2008, between the City of Los Angeles (hereinafter referred to as "CITY") and FSY Architects, Inc. (hereinafter referred to as "CONSULTANT").

**WITNESSETH**

WHEREAS, CITY issued a Request for Qualifications (RFQ) on April 18, 2003 for architectural and related services, on a pre-qualified basis, on various projects and CONSULTANT submitted a statement of qualifications in response; and

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

WHEREAS, on March 24, 2004, Contract No. C-106420 was awarded to CONSULTANT, the terms of which will expire on March 23, 2012; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the term of the Contract by four (4) additional years to March 23, 2016 in order to provide as needed architectural and construction administration services for the completion of the Vision Theatre – Manchester Junior Arts project and possibly the completion of the Lincoln Pool and Bathhouse Replacement project; and

WHEREAS, the Bureau of Engineering of the City of Los Angeles, Department of Public Works, (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 Contract, No. C-106420, the Contract is hereby amended as follows:

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

No Change

**ARTICLE 2                      DEFINITIONS**

No Change

**ARTICLE 3                      PROJECT DESCRIPTION**



No Change

ARTICLE 4

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

No Change

ARTICLE 5

**KEY CONSULTANT PERSONNEL**

No Change

ARTICLE 6

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

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

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

ARTICLE 7

**TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

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

Unless otherwise provided, the term of this Contract shall begin on the date of full execution and shall expire on March 23, 2016, unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8

**TERMINATION**

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

8.1 Termination for Convenience

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONSULTANT thirty days written notice thereof. Upon receipt of said notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONSULTANT shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

## 8.2 Termination for Breach of Contract

8.2.1 Except for excusable delays as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.

8.2.2 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 the CITY may immediately terminate this Contract.

8.2.3 If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

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

8.2.5 All finished and unfinished documents and materials

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

8.2.6 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 has been issued pursuant to Article 8.1 Termination for Convenience.

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

## ARTICLE 9

### **SUBCONTRACT APPROVAL**

Article 9 is hereby amended in its title and first paragraph to read as follows and to include the following to its list of potential subconsultants:

### **SUBCONSULTANT APPROVAL**

<b>SUBCONSULTANTS</b>	<b>MBE/ WBE/ OBE</b>
Conextions by the Foot	OBE
Counsilman-Hunsaker	OBE
Gotama Building Engineers, Inc.	MBE
JaycoCal Engineering	OBE
JK Design Group	OBE
NA Cohen Group	OBE
VCA Engineering	MBE
Veneklasen	OBE
Yael Lir Landscape	OBE

CONSULTANT shall not use subconsultants to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The

CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. The CITY has the right to approve CONSULTANT'S subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein creates any privity between the CITY and the subconsultants. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

This listing is not exclusive and additional subconsultants may be added with the approval of the ENGINEER. Substitution requires approval from the BOARD.

ARTICLE 10                    **COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE 11                    **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12                    **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 13                    **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14                    **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15                    **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

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

15.1    Ownership of Data and License

15.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including,

without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

15.1.1.1 CONSULTANT shall provide two (2) sets (one original set and one copy) legible and reproducible of the above-cited items.

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

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

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

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

execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.

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

## 15.2 Intellectual Property Warranty

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

## 15.3 Intellectual Property Indemnification

15.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its

subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 15 shall survive expiration or termination of this Contract.

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

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

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

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

## ARTICLE 16

## **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

### **NONDISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the nondiscrimination

provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. 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 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.

ARTICLE 17

**MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE  
OUTREACH PROGRAM**

No Change

ARTICLE 18

**SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19

**CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION**

No Change

ARTICLE 20

**FORCE MAJEURE**

No Change

ARTICLE 21

**SEVERABILITY**

No Change

ARTICLE 22

**DISPUTES**



No Change

ARTICLE 23

**ENTIRE AGREEMENT**

No Change

ARTICLE 24

**APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

ARTICLE 25

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

No Change

ARTICLE 26

**BONDS**

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

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 27

**CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28

**LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR  
WORKER RETENTION ORDINANCE**

No Change

ARTICLE 29

**AMERICANS WITH DISABILITIES ACT**

No Change

ARTICLE 30

**EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended in its entirety to read as follows:

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, CONSULTANT certifies and represents that CONSULTANT will comply with the EBO.
2. The failure of CONSULTANT to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
3. If CONSULTANT fails to comply with the EBO, the CITY may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
5. If the CITY'S Designated Administrative Agency determines that a CONSULTANT has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONSULTANT shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Consultant will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

#### ARTICLE 31

#### **WAIVER**

No Change

#### ARTICLE 32

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

No Change

ARTICLE 33

**PERMITS**

No Change

ARTICLE 34

**CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35

**DISCOUNTS**

No Change

ARTICLE 36

**CONTRACTOR RESPONSIBILITY ORDINANCE**

No Change

ARTICLE 37

**BREACH**

No Change

ARTICLE 38

**SLAVERY DISCLOSURE ORDINANCE**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 39

**AFFIRMATIVE ACTION**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONSULTANT certifies and represents that CONSULTANT and each subconsultant hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any

given craft, work or service category.

3. CONSULTANT shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONSULTANT shall certify on an electronic or hard copy form to be supplied, that CONSULTANT has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONSULTANT shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONSULTANT to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONSULTANT.
- F. Upon a finding duly made that CONSULTANT has breached the Affirmative Action Program provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the

CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONSULTANT is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONSULTANT has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONSULTANT by the CITY under the Contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONSULTANT shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the Contract. The awarding authority may also require consultants and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this Section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONSULTANT may submit documentation that it has an Affirmative Action Plan approved by

the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONSULTANT must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. CONSULTANT may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of consultants and suppliers who have developed Affirmative Action Programs. For each consultant and supplier, the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONSULTANT.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;

5. Encouraging the use of consultants, subconsultants and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the CONSULTANT, subconsultant or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the consultant's, subconsultant's, or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the CONSULTANT'S or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONSULTANT at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All consultants subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subconsultants as are applicable to the CONSULTANT. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

#### ARTICLE 40

#### **FALSE CLAIMS ACT**

CONSULTANT acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### ARTICLE 41

#### **EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONSULTANT agrees and represents that it will provide equal employment practices and CONSULTANT and each subconsultant hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONSULTANT shall certify in the specified format that he or she has not discriminated in the



performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. CONSULTANT shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONSULTANT shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONSULTANT to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to CONSULTANT.
- F. Upon a finding duly made that CONSULTANT has failed to comply with the Equal Employment Practices provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONSULTANT is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONSULTANT shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.

- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONSULTANT shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. 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 comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

#### ARTICLE 42

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

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- 1. CONSULTANT shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

2. CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONSULTANT interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONSULTANT has violated provisions of the FSHO.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated March 24, 2004 and amended May 2, 2008 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year written below:

FSY ARCHITECTS, INC.

By:  ARTURO YANEZ

Title: PRESIDENT

Date: 14 FEB 2012

CITY OF LOS ANGELES

By: 

Title: President, Board of Public Works

Date: 6/1/12

By:

Date:

ATTEST:

JUNE LAGMAY, City Clerk

By: 

Date: 6-4-12



APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: 

Title: Assistant City Attorney

Date: 30 May 2012

ARCHITECTURAL DIVISION  
RECEIVED

16 JAN 26 AM 10:58

BUREAU OF ENGINEERING  
CITY OF LOS ANGELES

AMENDMENT NO. 3

to

Contract No. C-106420

for

PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES

Between

CITY OF LOS ANGELES

and

FSY ARCHITECTS, INC.

**AMENDMENT NO. 3 TO CONTRACT NO. C-106420, FOR PRE-QUALIFIED ON-  
CALL ARCHITECTURAL CONSULTANT SERVICES BETWEEN THE CITY OF LOS  
ANGELES AND FSJ ARCHITECTS, INC.**

This Amendment modifies Contract No. C-106420 dated March 24, 2004, Amendment No. 1 dated May 2, 2008, and Amendment No. 2 dated June 1, 2012, between the City of Los Angeles (hereinafter referred to as "CITY") and FSJ Architects, Inc. (hereinafter referred to as "CONSULTANT").

**WITNESSETH**

WHEREAS, CITY issued a Request for Qualifications (RFQ) on April 18, 2003 for architectural and related services, on a pre-qualified basis, for various 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 March 24, 2004, Contract No. C-106420 was awarded to CONSULTANT, the terms of which will expire on March 23, 2016; and

WHEREAS, the CONSULTANT is currently providing architectural and construction administration services for the Vision Theatre – Manchester Junior Center Arts project and the Lincoln Pool and Bathhouse Replacement project 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 four (4) additional years through March 22, 2020; 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. 3, Contract No. C-106420 is hereby amended as follows:

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

No Change

ARTICLE 2                      **DEFINITIONS**

No Change

ARTICLE 3                    **PROJECT DESCRIPTION**

No Change

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

No Change

ARTICLE 5                    **KEY CONSULTANT PERSONNEL**

No Change

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

No Change

ARTICLE 7                    **TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

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

Unless otherwise provided, the term of this Contract shall begin on the date of full execution and shall expire on March 22, 2020, unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8                    **TERMINATION**

No Change

ARTICLE 9                    **SUBCONTRACT APPROVAL**

Article 9 is hereby amended in its title and first paragraph to read as follows:

**SUBCONSULTANT APPROVAL**

CONSULTANT shall not use subconsultants to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. Refer to **Exhibit J** for CONSULTANT and subconsultant information. The CITY has the right to approve CONSULTANT'S

subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein creates any privity between the CITY and the subconsultants. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

#### ARTICLE 10

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

Article 10 is hereby amended by adding a paragraph to Section 10.2 to read as follows:

For efficiency purposes, the CONSULTANT will be given the opportunity to provide work prior to the execution of this Amendment. Although the CITY will do everything within its ability and means to see that the Amendment is formally executed and that the CONSULTANT is paid for their work, CONSULTANT is to be made aware of the following:

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

#### ARTICLE 11

#### **AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

#### ARTICLE 12

#### **INDEMNIFICATION AND INSURANCE**

No Change

#### ARTICLE 13

#### **INDEPENDENT CONTRACTORS**

No Change

#### ARTICLE 14

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

No Change

#### ARTICLE 15

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



No Change

ARTICLE 16

**NONDISCRIMINATION**

No Change

ARTICLE 17

**MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE  
OUTREACH PROGRAM**

No Change

ARTICLE 18

**SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19

**CONTACT PERSONS – PROPER ADDRESSES -  
NOTIFICATIONS**

Article 19 is hereby revised in the CONSULTANT information to read as follows:

From:

To CONSULTANT: Contact Person: Arturo Yanez, Principal  
Address: FSY Architects, Inc.  
3235 San Fernando Road #2C  
Los Angeles, CA 90065

To:

To CONSULTANT: Contact Person: Arturo Yanez, Principal  
Address: FSY Architects, Inc.  
2902 Knox Avenue, 2<sup>nd</sup> Floor  
Los Angeles, CA 90039

ARTICLE 20

**FORCE MAJEURE**

No Change

ARTICLE 21

**SEVERABILITY**

No Change

ARTICLE 22

**DISPUTES**

No Change

ARTICLE 23

**ENTIRE AGREEMENT**

No Change

ARTICLE 24

**APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

ARTICLE 25

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

No Change

ARTICLE 26

**BONDS**

No Change

ARTICLE 27

**CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28

**LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR  
WORKER RETENTION ORDINANCE**

No Change

ARTICLE 29

**AMERICANS WITH DISABILITIES ACT**

No Change

ARTICLE 30

**EQUAL BENEFITS ORDINANCE**

Article 30 is hereby revised in the phone number for the Office of Contract Compliance to read as follows:

From:

“Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625.”

To:

“Additional information about the City of Los Angeles’ Equal Benefits

Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2632.”

ARTICLE 31

**WAIVER**

No Change

ARTICLE 32

**PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33

**PERMITS**

No Change

ARTICLE 34

**CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 35

**DISCOUNTS**

No Change

ARTICLE 36

**CONTRACTOR RESPONSIBILITY ORDINANCE**

No Change

ARTICLE 37

**BREACH**

No Change

ARTICLE 38

**SLAVERY DISCLOSURE ORDINANCE**

No Change

ARTICLE 39

**AFFIRMATIVE ACTION**

No Change

ARTICLE 40

**FALSE CLAIMS ACT**

No Change

ARTICLE 41

**EQUAL EMPLOYMENT PRACTICES**

No Change

ARTICLE 42

**FIRST SOURCE HIRING ORDINANCE**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 43

**BIDDER ETHICS**

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall submit with its proposal a Bidder Certification CEC Form 50 (**Exhibit K**), proscribed by the City Ethics Commission, in which the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

As amended, this Contract is also subject to Charter Section 470(c)(12) and related ordinances and as a result, the CONSULTANT was required to submit Bidder Contributions CEC Form 55 (**Exhibit K**) within ten business days of discussing the amendment. Consequently, CONSULTANT may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the date the amendment is first discussed until 12 months after the amendment is signed. The CONSULTANT'S principals and subconsultants performing \$100,000 or more in work on the contract, as well as the principals of those subconsultants, are also subject to the same limitations on campaign contributions and fundraising.

CONSULTANT must also notify their principals and subconsultants in writing of the restrictions and include the notice in contracts with subconsultants. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960.

ARTICLE 44

**IRAN CONTRACTING ACT OF 2010**

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

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated March 24, 2004, amended May 2, 2008 and amended June 1, 2012 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day and year written below.

FSY ARCHITECTS, INC.

By:

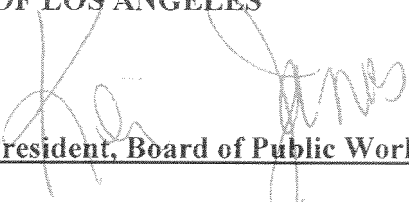


Title: PRESIDENT

Date: 8 JANUARY 2016

CITY OF LOS ANGELES

By:



Title: President, Board of Public Works

Date:

By:

Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:

Date:

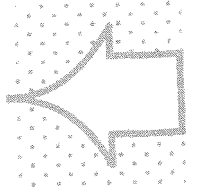
APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:

Title: Assistant City Attorney

Date:



# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: SEPTEMBER 1, 2020

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): PUBLIC WORKS - BUREAU OF ENGINEERING

CONTACT PERSON: CHARLIE MARANAN PHONE: 213 847 4701

CONTRACT NO.: C-106420 COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A

APPROVED BY BPW: 8/11/2020  
DATE

NEW CONTRACT \_\_\_\_\_  
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT X

CONTRACTOR NAME: FSY ARCHITECTS, INC.

TERM OF CONTRACT: MARCH 24, 2004 THROUGH: MARCH 22, 2022

TOTAL AMOUNT: \$273,609.00

**PURPOSE OF CONTRACT:**

AMENDMENT NO. 4 - Personal Services Contract for the provision of architectural and construction administration services, extending the contract term by an additional two years effective March 22, 2020. s

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

AMENDMENT NO. 4  
to  
Contract No. C-106420  
for  
PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES  
Between  
CITY OF LOS ANGELES  
and  
FSY ARCHITECTS, INC.

**AMENDMENT NO. 4 TO CONTRACT NO. C-106420, FOR PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES BETWEEN THE CITY OF LOS ANGELES AND FSY ARCHITECTS, INC.**

This Amendment modifies Contract No. C-106420 dated March 24, 2004, Amendment No. 1 dated May 2, 2008, Amendment No. 2 dated June 1, 2012, and Amendment No. 3 dated December 7, 2016 between the City of Los Angeles (hereinafter referred to as "CITY") and FSY Architects, Inc. (hereinafter referred to as "CONSULTANT").

**WITNESSETH**

WHEREAS, CITY issued a Request for Qualifications (RFQ) on April 18, 2003 for architectural and related services, on a pre-qualified basis, for various 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 March 24, 2004, Contract No. C-106420 was awarded to CONSULTANT, the terms of which will expire on March 22, 2020; and

WHEREAS, the CONSULTANT is currently providing architectural and construction administration services for the Vision Theatre – Manchester Junior Center Arts project 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 (2) additional years through March 21, 2022; 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. 4, Contract No. C-106420 is hereby amended as follows:

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

No Change

**ARTICLE 2                      DEFINITIONS**

No Change

**ARTICLE 3                      PROJECT DESCRIPTION**



No Change

ARTICLE 4

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

Article 4.3 is hereby amended to read as follows:

**4.3 Retention of Records, Audit and Reports**

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

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

ARTICLE 5

**KEY CONSULTANT PERSONNEL**

No Change

ARTICLE 6

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

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

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

ARTICLE 7

**TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

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

Unless otherwise provided, the term of this Contract shall begin on the date of full execution and shall expire on March 21, 2022, unless terminated as provided under Article 8 or extended by amendment to this Contract.

## ARTICLE 8

### **TERMINATION**

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

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
  - c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the

terms of this Contract.

- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
  - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.
- 6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.
  - 8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall

notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

ARTICLE 9

**SUBCONTRACT APPROVAL**

No Change

ARTICLE 10

**COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE 11

**AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12

**INDEMNIFICATION AND INSURANCE**

Article 12 is hereby amended in its entirety to read as follows:

12.1 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 12 shall survive expiration or termination of this Contract.

12.2 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 13

**INDEPENDENT CONTRACTORS**

No Change

ARTICLE 14

**WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15

**OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

Article 15 is hereby amended in its entirety to read as follows:

15.1 Ownership of Data and License

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

CITY'S ownership of rights provided herein.

- 15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.
- 15.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONSULTANT or its subconsultants of any tier under this Contract, CONSULTANT hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
- 15.1.4 CONSULTANT shall not provide or disclose any Work Products to any third party without prior written consent of the City.
- 15.1.5 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.
- 15.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.
- 15.1.7 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm.

CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

## 15.2 Intellectual Property Warranty

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

## 15.3 Intellectual Property Indemnification

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



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

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

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

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

## ARTICLE 16

### **NONDISCRIMINATION**

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

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

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

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical

condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

ARTICLE 17

**MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE  
OUTREACH PROGRAM**

No Change

ARTICLE 18

**SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19

**CONTACT PERSONS – PROPER ADDRESSES -  
NOTIFICATIONS**

Article 19 is hereby amended in its CITY contact information to read as follows:

To the CITY:

Contact Person: Steven Fierce, AIA  
Principal Architect  
Address: Bureau of Engineering, Architectural Division  
1149 S. Broadway, Suite 830  
Los Angeles, CA 90015

ARTICLE 20

**FORCE MAJEURE**

Article 20 is hereby amended in its title and content to read as follows:

**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 21

#### **SEVERABILITY**

No Change

#### ARTICLE 22

#### **DISPUTES**

No Change

#### ARTICLE 23

#### **ENTIRE AGREEMENT**

Article 23 is hereby amended in its title and content to read as follows:

#### **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 11 hereof.

#### ARTICLE 24

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

No Change

ARTICLE 25

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

No Change

ARTICLE 26

**BONDS**

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

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 27

**CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28

**LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR  
WORKER RETENTION ORDINANCE**

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

**LIVING WAGE ORDINANCE**

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

ARTICLE 29

**AMERICANS WITH DISABILITIES ACT**

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

**ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

#### ARTICLE 30

#### **EQUAL BENEFITS ORDINANCE**

Article 30 is hereby amended to read as follows:

Intentionally left blank.

#### ARTICLE 31

#### **WAIVER**

No Change

#### ARTICLE 32

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

No Change

#### ARTICLE 33

#### **PERMITS**

No Change

#### ARTICLE 34

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

No Change

#### ARTICLE 35

#### **DISCOUNTS**

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

**BEST TERMS**

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

ARTICLE 36

**CONTRACTOR RESPONSIBILITY ORDINANCE**

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

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

ARTICLE 37

**BREACH**

No Change

ARTICLE 38

**SLAVERY DISCLOSURE ORDINANCE**

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

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

ARTICLE 39

**AFFIRMATIVE ACTION**

Article 39 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 40

**FALSE CLAIMS ACT**

No Change

ARTICLE 41

**EQUAL EMPLOYMENT PRACTICES**

Article 41 is hereby amended in its entirety to read as follows:

Intentionally left blank.

ARTICLE 42

**FIRST SOURCE HIRING ORDINANCE**

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

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

#### ARTICLE 43

#### **BIDDER ETHICS**

Article 43 is hereby amended in its title and content to read as follows:

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S Subconsultants expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least \$100,000 for performance under this Contract:

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

You are a subconsultant on City of Los Angeles Contract #C-106420. 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 44

**IRAN CONTRACTING ACT OF 2010**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 45

**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 46

**SUSPENSION**

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

ARTICLE 47

**DATA PROTECTION**

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



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

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

#### ARTICLE 48

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

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

#### ARTICLE 49

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

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

#### ARTICLE 50

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

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

verify proper truncation of receipts in compliance with FACTA.

#### ARTICLE 51

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

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

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### ARTICLE 52

#### **POSSESSORY INTERESTS TAX**

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

#### ARTICLE 53

#### **CONFIDENTIALITY**

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

ARTICLE 54

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

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 55

**RATIFICATION CLAUSE**

Due to the ongoing nature of the work under the Contract, and the need for services to be provided on a continuing basis, CONSULTANT may have performed services under the Contract prior to the execution of Amendment No. 4. To the extent that such services were performed in accordance with the terms and conditions of the Contract, the City hereby acknowledges the services previously performed by Contractor and ratifies CONSULTANT's performance of said services under the Contract.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated March 24, 2004, amended May 2, 2008, amended June 1, 2012, and amended December 7, 2016 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the day and year written below.

FSY ARCHITECTS, INC.

By:

Title: PRESIDENT

Date: 21 JULY 2020

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works

Date: 8/21/20

By:

Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:

Date: 9/1/2020

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:

Title: Assistant City Attorney

Date: 8/20/2020

AMENDMENT NO. 5

to

Contract No. C-106420

for

PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES

Between

CITY OF LOS ANGELES

and

FSY ARCHITECTS, INC.

**AMENDMENT NO. 5 TO CONTRACT NO. C-106420, FOR PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES BETWEEN THE CITY OF LOS ANGELES AND FSJ ARCHITECTS, INC.**

This Amendment modifies Contract No. C-106420 dated March 24, 2004, Amendment No. 1 dated May 2, 2008, Amendment No. 2 dated June 4, 2012, Amendment No. 3 dated December 8, 2016, and Amendment No. 4 dated September 1, 2020 between the City of Los Angeles (hereinafter referred to as "CITY") and FSJ Architects, Inc. (hereinafter referred to as "CONSULTANT").

**WITNESSETH**

WHEREAS, CITY issued a Request for Qualifications (RFQ) on April 18, 2003 for architectural and related services, on a pre-qualified basis, for various 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 March 24, 2004, Contract No. C-106420 was awarded to CONSULTANT, the terms of which will expire on March 21, 2022; and

WHEREAS, the CONSULTANT is currently providing architectural and construction administration services for the Vision Theatre – Manchester Junior Center Arts project 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 (2) additional years through March 21, 2024; and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Amendment No. 5, Contract No. C-106420 is hereby amended as follows:

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

No Change

**ARTICLE 2                      DEFINITIONS**

No Change

ARTICLE 3

**PROJECT DESCRIPTION**

No Change

ARTICLE 4

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

No Change

ARTICLE 5

**KEY CONSULTANT PERSONNEL**

No Change

ARTICLE 6

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

No Change

ARTICLE 7

**TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

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

Unless otherwise provided, the term of this Contract shall begin on the date of full execution and shall expire on March 21, 2024, unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8

**TERMINATION**

No Change

ARTICLE 9

**SUBCONSULTANT APPROVAL**

No Change

ARTICLE 10

**COMPENSATION, INVOICING AND PAYMENT**

No Change

ARTICLE 11

**AMENDMENTS, CHANGES OR MODIFICATIONS**

No Change

ARTICLE 12

**INDEMNIFICATION AND INSURANCE**

No Change

<u>ARTICLE 13</u>	<b>INDEPENDENT CONTRACTORS</b>
	No Change
<u>ARTICLE 14</u>	<b>WARRANTY AND RESPONSIBILITY OF CONSULTANT</b>
	No Change
<u>ARTICLE 15</u>	<b>OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY</b>
	No Change
<u>ARTICLE 16</u>	<b>MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT</b>
	No Change
<u>ARTICLE 17</u>	<b>MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</b>
	No Change
<u>ARTICLE 18</u>	<b>SUCCESSORS AND ASSIGNS</b>
	No Change
<u>ARTICLE 19</u>	<b>CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATIONS</b>
	No Change
<u>ARTICLE 20</u>	<b>EXCUSABLE DELAYS</b>
	No Change
<u>ARTICLE 21</u>	<b>SEVERABILITY</b>
	No Change
<u>ARTICLE 22</u>	<b>DISPUTES</b>
	No Change
<u>ARTICLE 23</u>	<b>ENTIRE CONTRACT</b>
	No Change



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

No Change

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

No Change

ARTICLE 26                      **BONDS**

No Change

ARTICLE 27                      **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28                      **LIVING WAGE ORDINANCE**

No Change

ARTICLE 29                      **ACCESS AND ACCOMMODATIONS**

No Change

ARTICLE 30                      **EQUAL BENEFITS ORDINANCE**

No Change

ARTICLE 31                      **WAIVER**

No Change

ARTICLE 32                      **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No Change

ARTICLE 33                      **PERMITS**

No Change

ARTICLE 34                      **CLAIMS FOR LABOR AND MATERIALS**

No Change

<u>ARTICLE 35</u>	<b>BEST TERMS</b>
	No Change
<u>ARTICLE 36</u>	<b>CONTRACTOR RESPONSIBILITY ORDINANCE</b>
	No Change
<u>ARTICLE 37</u>	<b>BREACH</b>
	No Change
<u>ARTICLE 38</u>	<b>SLAVERY DISCLOSURE ORDINANCE</b>
	No Change
<u>ARTICLE 39</u>	<b>AFFIRMATIVE ACTION</b>
	No Change
<u>ARTICLE 40</u>	<b>FALSE CLAIMS ACT</b>
	No Change
<u>ARTICLE 41</u>	<b>EQUAL EMPLOYMENT PRACTICES</b>
	No Change
<u>ARTICLE 42</u>	<b>FIRST SOURCE HIRING ORDINANCE</b>
	No Change
<u>ARTICLE 43</u>	<b>RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS</b>
	No Change
<u>ARTICLE 44</u>	<b>IRAN CONTRACTING ACT OF 2010</b>
	No Change
<u>ARTICLE 45</u>	<b>SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</b>
	No Change

ARTICLE 46

**SUSPENSION**

No Change

ARTICLE 47

**DATA PROTECTION**

No Change

ARTICLE 48

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

No Change

ARTICLE 49

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

No Change

ARTICLE 50

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

No Change

ARTICLE 51

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

No Change

ARTICLE 52

**POSSESSORY INTERESTS TAX**

No Change

ARTICLE 53

**CONFIDENTIALITY**

No Change

ARTICLE 54

**DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

No Change

ARTICLE 55

**RATIFICATION CLAUSE**

Article 55 is hereby amended in its entirety to read as follows:

Due to the ongoing nature of the work under the Contract, and the need for services to be provided on a continuing basis, CONSULTANT may have

performed services under the Contract prior to the execution of Amendment No. 5. To the extent that such services were performed in accordance with the terms and conditions of the Contract, the City hereby acknowledges the services previously performed by Contractor and ratifies CONSULTANT's performance of said services under the Contract.

The Contract is hereby amended to include the following Article:

ARTICLE 56

**COVID-19 VACCINATION REQUIREMENTS –  
ORDINANCE NO.18734**

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 dated March 24, 2004, amended May 2, 2008, amended June 4, 2012, amended December 8, 2016, and amended September 1, 2020 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the day and year written below.

**FSY ARCHITECTS, INC.**

**By:**

**Title:**

**Date:**

**CITY OF LOS ANGELES**

**By:**

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

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

**By:**

**Title:** Assistant City Attorney

**Date:**

## Department of Public Works

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

November 13, 2020  
CD Nos. All

**UPDATE ON AMENDMENT NO. 4 TO CONTRACT NO. C-106420 WITH FSY ARCHITECTS, INC. FOR PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES FOR THE PUBLIC BUILDINGS AND OPEN SPACES PROGRAM, AND ADJUSTMENT TO THE SOURCES OF FUNDING FOR TASK ORDER NO. 106**

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

RECEIVE and FILE contract update information contained in this report.

**TRANSMITTALS**

1. Copy of Executed Amendment No. 4 dated September 1, 2020
2. Copy of the Bureau of Engineering (BOE) and Bureau of Contract Administration (BCA) Joint Report No. 2, adopted on March 17, 2020, approving the extension of the contract term for an additional two years through March 22, 2022.
3. Copy of executed Contract No. C-106420 with FSY Architects, Inc. (FSY) for Pre-Qualified On-Call (PQOC) Architectural Consultant Services on Various City of Los Angeles (City) Projects dated March 24, 2004.
4. Copy of Executed Amendment No. 1 dated May 2, 2008.
5. Copy of Executed Amendment No. 2 dated June 4, 2012.
6. Copy of Executed Amendment No. 3 dated December 8, 2016.
7. Copy of the BOE Report No. 1, adopted on August 7, 2019, approving the request to issue sole source Task Order Solicitation (TOS) to FSY, increasing budget authority from \$546,000 to \$646,000 for architectural design.

**FISCAL IMPACT STATEMENT**

It is not anticipated that project work covered by proposed Amendment No. 4 will have an impact on the General Fund. There are two active project task orders to be completed under this contract, Phases II, III and IV (Work Order Nos. E170378A and E170391A) of the Vision Theatre/Manchester Junior Arts Center project. If any new notice-to-proceed (NTP) are assigned to FSY for future project phases beyond the funding levels that the Board had previously authorized, funding will need to be secured and Board authorization obtained before the BOE gives notice to the consultant to proceed with the additional work.

## **DISCUSSION**

### ***Background***

On March 17, 2020, the Board recommended approval of Amendment No. 4 to extend the contract term for two additional years through March 22, 2022. On September 1, 2020 the City Council approved Amendment No. 4 (Transmittal No. 1). The Board also directed the BOE and the BCA to report back to the Board on Amendment No. 4 to Contract No. C-106420 between the City and FSY, on the Business Inclusion Program (BIP), as well as any updates to the contractual language and requirements (Transmittal No. 2).

This report provides information on contractual language and Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program updates. The March 17, 2020 report mistakenly referred to the program as BIP.

On March 24, 2004, the City executed the original PQOC contract between the City and FSY, then known as Fisher Sehgal and Yanez, Inc., providing architectural consultant services for various Municipal Facilities projects (Transmittal No. 3).

On February 4, 2008, the Board recommended approval of Amendment No. 1 to extend the contract term for four additional years through March 23, 2012. On April 9, 2008, the City Council approved Amendment No. 1 (Transmittal No. 4).

On March 23, 2012, the Board recommended approval of Amendment No. 2 to extend the contract term for another four additional years through March 23, 2016. On May 8, 2012, the City Council approved Amendment No. 2 (Transmittal No. 5).

On March 23, 2016, the Board recommended approval of Amendment No. 3 to extend the contract term for four additional years through March 22, 2020. On November 1, 2016, the City Council approved Amendment No. 3 (Transmittal No. 6).

The FSY contract has a total of seven tasks. Two of the tasks, TOS Nos. 104 and 106, relating to Manchester Jr. Arts Center/Vision Theatre are still active. NTP letters, in the amount of \$1,455,932, have been issued to FSY for these tasks.

On August 7, 2019, the Board approved the request to issue a sole source TOS to FSY, increasing budget authority from \$546,000 to \$646,000 for architectural design- (Transmittal No. 7). At the time of adoption of the report, the Appropriation Unit No. (APN) for Fund No. 298, for Budget Fiscal Year 2019, was not yet determined. The APN has now been determined, and this report adjusts the funding table to include the APN. The adjustment does not change the previously authorized amount for the TOS.

This extension, as approved in Amendment No.4. will enable the consultant to complete Task Order numbers 104 and 106, Phases II, III, and IV of Vision Theatre/Manchester Junior Arts Center project, which are currently in construction. In 2005, BOE awarded FSY a task order for Phase I of the Vision Theatre/Manchester Junior Arts Center project. During the completion of Phase I, BOE concurrently awarded FSY separate task orders

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for Phases II, III, and IV of this project. FSY has served as the Architect of Record for all four project phases. The Vision Theatre/Manchester Junior Arts Center project is currently in construction and was originally scheduled to be completed on August 30, 2020.

Due to issues relating to the relocation of existing utilities, the anticipated construction end date is now February 28, 2021. The post-construction phase commences immediately after. In addition, the current task order for FSY was amended to add the installation of a solar photovoltaic (PV) system on the roof of the Vision Theatre. The solar photovoltaic (PV) system construction is scheduled to be completed in August 2021 and post-construction scheduled to be completed in February 2022.

Under the guidance of the City Attorney, Article 55 was added to the contract to allow FSY to perform services that conform to the terms and conditions of the contract, prior to the execution of Amendment No. 4.

***Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program***

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

At the time of distribution of the original Request for Qualifications for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program with anticipated MBE and WBE participation levels of 12 percent and 2 percent, respectively. For Amendment No. 3, FSY pledged participation levels of 7.16 percent MBE, 5.49 percent WBE, and 17.77 percent OBE. Based on the Personal Services Contract System Subconsultant Utilization for invoices paid through March 24, 2020, the achieved participation levels for FSY are 4.28 percent MBE, 9.44 percent WBE, and 15.16 percent OBE. Amendment No. 4 will result in pledged participation levels of 5.10 percent MBE, 9.45 percent WBE, and 18.82 percent OBE.

In the Joint Board Report No.1 dated March 23, 2016, Gotama was listed as an MBE consultant providing mechanical and plumbing engineering services. During the term of Amendment No. 2, Gotama went out of business. Maroko & Shwe, Inc. (M&S) was selected to replace Gotama. M&S has a pledged MBE participation of \$19,420.00 to complete the work. Gotama's dollar amount in Table II is the amount of work Gotama completed.

VCA was listed as a MBE consultant providing civil engineering services. The scope for Phase IV has changed, and therefore, VCA's pledged amount is reduced by \$5,922.40. The new pledged amount is \$32,077.60.



In the August 7, 2019 Board Report No. 1, Yael Lir Landscape was listed as a WBE consultant providing landscape architectural services. The scope of the project has now been reduced and the project will no longer have a landscaping element. This will result in a reduction of the WBE participation.

In the April 9, 2019 Board Report No. 1, JK Design was listed as an OBE consultant providing theatre services. JK Design completed \$69,452.85 of work and then went out of business. OBE theatre subconsultant Auerbach Pollack Friedlander was selected to replace JK Design. Auerbach Pollack Friedlander has pledged OBE participation in the amount of \$45,207.15 to complete the theatre services for the project.

O'Connor Construction Management was listed as an OBE consultant providing construction estimate services. The scope for Phase IV has changed, and therefore, O'Connor Construction Management's pledged amount is reduced by \$2,500.00. The new pledged amount is \$12,500. O'Connor Consultant has completed their work and therefore has fulfilled the pledged amount.

FSY added Promise Energy listed as an OBE consultant to provide design and related services for the PV System installation in the pledged amount of \$25,500.

The following tables reflect the dollar amounts reported for each subconsultant in the BOE's Personal Services Contract System Subconsultant Utilization.

As of March 24, 2020, the MBE/WBE/OBE subconsultant information based on invoices paid to FSY was the following:

Table I				
Subconsultants	MBE /WBE /OBE	Gender/ Ethnicity	(%) of Total Invoiced	Amount Invoiced to Date
Maroko & Shwe	MBE	M/APA	0.87%	\$ 11,118.00
VCA Engineering	MBE	M/APA	1.62%	\$ 20,533.60
Gotama Building Engineers	MBE	F/APA	1.79%	\$ 22,782.60
ENA Group	WBE	F/C	9.44%	\$ 119,910.50
Yael Lir Landscape	WBE	F/C	0.00%	\$ 0.00
JK Design Group	OBE		5.47%	\$ 69,452.85
Veneklasen and Associates	OBE		3.45%	\$ 43,831.00
NA Cohen Group	OBE		4.37%	\$ 55,565.00
O'Connor Construction Management	OBE		0.98%	\$ 12,500.00
Promise Energy	OBE		0.00%	\$ 0.00
Auerbach Pollock Friedlander	OBE		0.89%	\$ 11,344.55
Total MBE Participation			4.28%	\$ 54,434.20
Total WBE Participation			9.44%	\$ 119,910.50
Total OBE Participation			15.16%	\$ 192,693.40
<b>Subtotal Subconsultant Participation</b>			<b>28.88%</b>	<b>\$ 367,038.10</b>
<b>Prime Participation including reimbursable expenses</b>			<b>71.12%</b>	<b>\$ 903,779.19</b>
<b>Total Invoiced to Date</b>				<b>\$1,270,817.29</b>

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 3

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FSY's pledged participation including Amendment No. 4 is as follows:

<b>Table II</b>				
<b>Pledged Subconsultants</b>	<b>MBE /WBE /OBE</b>	<b>Gender/ Ethnicity</b>	<b>(%) of Total NTPs</b>	<b>Amount of Total NTPs</b>
Gotama Building Engineers	MBE	F/APA	1.56%	\$ 22,782.60
Maroko & Shwe	MBE	M/APA	1.33%	\$ 19,420.00
VCA Engineering	MBE	M/APA	2.20%	\$ 32,077.60
ENA Group	WBE	F/C	9.45%	\$ 137,650.00
Yael Lir Landscape	WBE	F/C	0.00%	\$ 0.00
Auerbach Pollock Friedlander	OBE		3.11%	\$ 45,207.15
JK Design Group	OBE		4.77%	\$ 69,452.85
Veneklasen and Associates	OBE		3.60%	\$ 52,430.00
NA Cohen Group	OBE		4.73%	\$ 68,880.00
O'Connor Construction Management	OBE		0.86%	\$ 12,500.00
Promise Energy	OBE		1.75%	\$ 25,500.00
Total MBE Pledged Participation			5.10%	\$ 74,280.20
Total WBE Pledged Participation			9.45%	\$ 137,650.00
Total OBE Pledged Participation			18.82%	\$ 273,970.00
<b>Subtotal Subconsultant Participation</b>			<b>33.37%</b>	<b>\$ 485,900.20</b>
<b>Prime Participation including reimbursable expenses</b>			<b>66.63%</b>	<b>\$ \$970,031.80</b>
<b>Total Base Task</b>			<b>100.00%</b>	<b>\$1,455,932.00</b>
<b>Contingency</b>				<b>\$ 11,328.00</b>
<b>Total Budget Authority</b>				<b>\$1,467,260.00</b>

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

All consultants participating in this program are subject to compliance with the following City Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Service Contractor Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Border Wall Contracting Disclosure Ordinance; Non-Collusion; First Source Hiring Ordinance; Fair Chance Initiative for Hiring Ordinance; and Best Terms. FSY will comply with the requirements of the MBE/WBE/OBE Subcontractor Outreach Program. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Businesses are encouraged to locate or remain within the City of Los Angeles (City) geographic boundaries to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, FSY currently employs 11 employees, of which 6 reside within the City of Los Angeles or 55 percent of their workforce.

**Contractor Performance Evaluation**

The quality of the work performed by FSJ will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code) and the Rules for the Evaluation of Service Contractors which require Departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of this personal services contract shall submit a Contractor Performance Evaluation Report to the Department of Public Works, BCA upon completion of this contract. The critique will be kept on file in the BCA, Special Research & Investigation Section for reference by other City departments and agencies.

**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 (Division 10, Chapter 1, Article 14 of the Los Angeles Administrative Code). 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.

**City Attorney Review**

Amendment No. 4 has been reviewed and approved as to form by the City Attorney's Office.

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

The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) on December 3, 2019. In compliance with Charter Section 1022, on February 5, 2020, it was determined by the Personnel Department that there were no City classifications capable of doing the work. A Charter 1022 Determination from the CAO was not necessary.

**STATUS OF FUNDING**

The following funds, which include Community Development Block Grant (CDBG) and Municipal Improvement Corporation of Los Angeles (MICLA), have been verified and approved by the Office of Accounting:

With the following:

Budget Fiscal Year	Fund No.	Fund Name	Appropriation Unit No.	Total
PY 36	424	CDBG	22G418	\$ 711,260
PY 38	424	CDBG	22J418	\$ 110,000
2007	424	CDBG	22A709	\$ 296,000
2015	298	MICLA	50PTVT	\$ 250,000
2019	298	MICLA	50RTSF	\$ 100,000
<b>Total</b>				<b>\$1,467,260</b>

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No.

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( SF RMK GV DW CLS )

Report reviewed by:


BOE (ADM and PAC)

Report prepared by:

Architectural Division

Steven Fierce, AIA  
Principal Architect  
Phone No. (213) 485-4402

Compliance Review performed  
and approved by:

*for*   
Lynda McGlinchey, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration

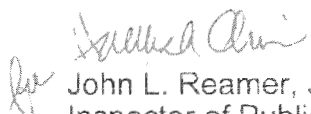
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Questions regarding this  
report may be referred to:  
Charlie Maranan, Senior Management Analyst I  
Phone No. (213) 847-4701  
E-mail: Charlie.Maranan@lacity.org

Respectfully submitted,

 Electronically Signed by Gary Lee Moore  
on 11/03/2020 11:46:05 AM

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

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