

TRANSMITTAL

To:

THE COUNCIL

Date: APR 04 2012

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Janelle Erickson)

ANTONIO R. VILLARAIGOSA
Mayor

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

ANDREA A. ALARCÓN
PRESIDENT

JERILYN LÓPEZ MENDOZA
VICE PRESIDENT

JOHN J. CHOI
PRESIDENT PRO TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

2012 MAR 27 PM 3:58
CITY ADMINISTRATIVE OFFICE



ANTONIO R. VILLARAIGOSA
MAYOR

March 23, 2012

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Olvera

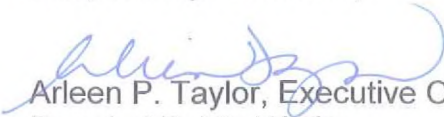
Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT NO. C-106420
WITH FSJ ARCHITECTS, INC. (FORMERLY FISHER SEHGAL YANEZ, INC.) FOR
PRE-QUALIFIED ON-CALL ARCHITECTURAL CONSULTANT SERVICES FOR
VARIOUS MUNICIPAL FACILITIES PROJECTS

As recommended in the accompanying report of the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for their approval and authorization to execute Amendment No. 2 to Contract No. C-106420 with FSJ Architects, Inc. (formerly Fisher Sehgal Yanez, Inc.) for pre-qualified on-call architectural consultant services for various municipal facilities projects. Amendment No. 2 will extend the total contract term from March 23, 2012, to March 23, 2016.

FISCAL IMPACT

It is not anticipated that project work covered by proposed Amendment No. 2 will have an additional impact to the General Fund. There is one active project task order covered under this contract, Phases 1A and 1B of the Vision Theatre/Manchester Junior Arts Center project. If any new notices to proceed are assigned to FSJ for future project phases, funding will need to be secured and Board authorization obtained before the Bureau gives notice to the consultant to proceed with work.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

APT/dpc

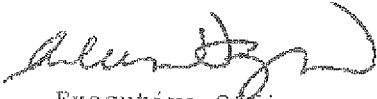


Department of Public Works

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

March 23, 2012
CD Nos. Various

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
MAR 23 2012


Executive Officer

**REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT NO. C-106420 WITH
FSY ARCHITECTS, INC. (FORMERLY FISHER SEHGAL YANEZ, INC.), FOR PRE-QUALIFIED ON-CALL
ARCHITECTURAL CONSULTANT SERVICES FOR VARIOUS MUNICIPAL FACILITIES PROJECTS**

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council requesting the following:
 - a. Approve Amendment No. 2 to the Contract between the City of Los Angeles (City) and FSY Architects, Inc. (FSY) to extend the total contract term from March 23, 2012 to March 23, 2016.
 - b. Authorize the President or two members of the Board of Public Works (Board) to execute Amendment No. 2.
2. Notify the Bureau of Engineering (BOE), Mahmood Karimzadeh, (213) 485-4282, 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. 2. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Mahmood Karimzadeh.

FISCAL IMPACT STATEMENT

It is not anticipated that project work covered by proposed Amendment No. 2 will have an additional impact to the General Fund. There is one active project task order covered under this contract, Phases 1A and 1B of the Vision Theatre/Manchester Junior Arts Center project. If any new notices to proceed are assigned to FSY for future project phases, funding will need to be secured and Board authorization obtained before the Bureau gives notice to the consultant to proceed with work.

TRANSMITTALS

1. Copy of executed Contract No. C-106420 with Fisher Sehgal Yanez, Inc. for Pre-Qualified On-Call Architectural Consultant Services on Various City Projects dated March 24, 2004.
2. Copy of executed Amendment No. 1 dated May 2, 2008.

3. Copy of Proposed Amendment No. 2.

DISCUSSION

Background

The original on-call contract between the City and FSY (C-106420), providing architectural consultant services on various projects, was executed on March 24, 2004 (Transmittal No. 1). On February 4, 2008, the Board of Public Works recommended approval of Amendment No. 1 to extend the contract term for four additional years through March 23, 2012. On April 9, 2008 the Los Angeles City Council approved Amendment No. 1 (Transmittal No. 2).

The proposed second amendment will extend the termination date of the contract for an additional four years (Transmittal No. 3). This extension will allow the consultant to complete their existing Vision Theatre/Manchester Junior Arts Center project, which is currently under construction. This amendment will also allow the Board of Public Works to assign additional scope for proposed future phases of this project if funding becomes available. Continuity of their services on this project is important to minimize adverse impact to the project's schedule, budget and quality.

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

At the time of the distribution of the original Request for Qualifications for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 12 and 2 percent, respectively. As of Amendment No. 1, FSY Architects, Inc. pledged participation levels of 12 percent MBE and 2 percent WBE. The actual participation levels achieved on the work performed as of March 2012 are 9.30 percent MBE, 5.67 percent WBE, and 13.12 percent OBE. Upon approval of this amendment, FSY Architects, Inc. has pledged participation levels of 11.08 percent MBE, 5.61 percent WBE, and 21.32 percent OBE.

Since Amendment No. 1, FSY Architects, Inc. has added six subconsultants. Conexions by the Foot was utilized for the LA City Mall As Built Drawings. Gotama Building Engineers, Inc. was utilized for mechanical engineering services. JaycoCal Engineering was utilized for mechanical and plumbing engineering services. JK Design Group was utilized as theatre consultants. NA Cohen Group was utilized for electrical engineering services. Veneklasen was utilized as acoustics and audio/visual consultants. BOE confirmed that FSY Architects, Inc. conducted an outreach to add the subconsultants.

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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

As of March 2012, the MBE/WBE/OBE subconsultant participation for FSJ Architects, Inc. was as follows:

Subconsultants	MBE /WBE /OBE	Gender/ Ethnicity	(%) of Total Invoiced	Amount (\$) Invoiced to Date
Electrical Building Systems, Inc.	MBE	M/HA	3.16%	\$ 64,351.00
Gotama Building Engineers	MBE	F/APA	2.46%	\$ 50,153.01
VCA Engineering	MBE	M/APA	2.75%	\$ 56,096.00
William J. Yang & Associates	MBE	M/APA	0.93%	\$ 19,019.00
ENA Group	WBE	F/C	3.24%	\$ 66,026.00
O'Connor Construction Management, Inc.*	WBE	F/C	1.84%	\$ 37,560.00
Yael Lir Landscape	WBE	F/C	0.59%	\$ 12,000.00
Conexions by Foot	OBE		1.49%	\$ 30,431.13
Counsilman-Hunsaker	OBE		4.82%	\$ 98,250.00
JaycoCal Engineering	OBE		1.24%	\$ 25,375.00
JK Design Group	OBE		1.95%	\$ 39,821.00
NA Cohen Group	OBE		2.87%	\$ 58,523.00
Veneklasen	OBE		0.74%	\$ 15,100.00
Total MBE Participation			9.30%	\$ 189,619.01
Total WBE Participation			5.67%	\$ 115,586.00
Total OBE Participation			13.12%	\$ 267,500.13
Total Invoiced				\$2,038,473.39

* Company was a certified firm at the time of RFQ distribution.

Revised contract pledged participation (including Amendment No. 2):

Pledged Subconsultants	MBE /WBE /OBE	Gender/ Ethnicity	(%) of Total Invoiced	Amount (\$) of Amended Contract
Construction Specifications Service	MBE	M/AA	0.34%	\$ 7,500
Electrical Building Systems, Inc.	MBE	M/HA	3.04%	\$ 67,360
Gotama Building Engineers	MBE	F/APA	3.84%	\$ 85,000
VCA Engineering	MBE	M/APA	3.14%	\$ 69,480
William J. Yang & Associates	MBE	M/APA	0.73%	\$ 16,240
ENA Group	WBE	F/C	3.28%	\$ 72,600
O'Connor Construction Management, Inc.	WBE	F/C	1.72%	\$ 38,000
Yael Lir Landscape	WBE	F/C	0.61%	\$ 13,600
Conexions by Foot	OBE		1.37%	\$ 30,431
Counsilman-Hunsaker	OBE		5.28%	\$ 117,000
JaycoCal Engineering	OBE		1.40%	\$ 31,000
JK Design Group	OBE		5.99%	\$ 132,727
NA Cohen Group	OBE		4.00%	\$ 88,700
Veneklasen	OBE		3.27%	\$ 72,500
Total MBE Pledged Participation			11.08%	\$ 245,580
Total WBE Pledged Participation			5.61%	\$ 124,200
Total OBE Pledged Participation			21.32%	\$ 472,358
Total Contract Amount				\$2,215,698

Compliance with City Policies and with the Board of Public Works' Policy

All consultants participating in this program are subject to compliance with the following City of Los Angeles' Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Service Contractor Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; First Source Hiring 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.

Businesses are encouraged to locate or remain within the City of Los Angeles to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, FSJ currently staffs nine employees, of which six reside in Los Angeles or 66.7 percent of their workforce.

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

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Angeles Administrative Code (L.A.A.C.)) and the Rules for the Evaluation of Service Contractors which require Departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The critiques are kept on file by the Bureau of Contract Administration (BCA), Special Research & Investigation Section for reference by other City Departments and agencies.

Contractor Performance Evaluation

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

Contractor Responsibility Ordinance

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

Notice of Intent to Contract and Charter Section 1022 Determination

The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) on November 21, 2011. On January 18, 2012, the Personnel Department determined that there were no City classifications which possess the required technical skills or qualifications to perform the specialized type of work outlined in the Vision Theatre/Manchester Junior Arts Center project task order. Therefore, a Charter 1022 Determination from the CAO was not necessary.

City Attorney Review

The proposed Amendment 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 this Agreement will not change. If it does, the Bureau 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 extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(TSA MK DJW RMK WFB)

Report reviewed by:

BOE (PAC)

Report prepared by:

Architectural Division

Mahmood Karimzadeh, A.I.A.
Principal Architect, Division Manager
Phone No. (213) 485-4282

Compliance Review performed
and approved by:

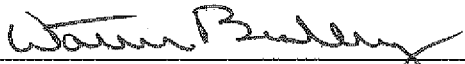
Respectfully submitted,



Gary Lee Moore, P.E.
City Engineer



John L. Reamer, Jr.
Inspector of Public Works



Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Statement as to Funds approved by:



Victoria A. Santiago, Director
Office of Accounting
Date: 3/16/12

MK/MN/EM/02-2012-0029.ARC.klc

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

Project Management may be referred to:
Ejike Mbaruguru, Civil Engineer
Phone No. (213) 473-9790
E-mail: Ejike.Mbaruguru@lacity.org

C-106420

(Ia)

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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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:

ARTIST	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.
BOARD	The Board of Public Works of the City of Los Angeles.
BUILDING INSPECTOR	Also called the B&S Inspector; authorized representative from the Department of Building & Safety.
BUREAU	Bureau of Engineering, Department of Public Works, CITY of Los Angeles.
CADD	Computer- Aided Design and Drafting
CITY	The City of Los Angeles, Board of Public Works or its subordinate bureaus.
CITY ENGINEER	Representative of the Board.
CONSTRUCTION DOCUMENTS	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.
ITA	Refers to the Information Technology Agency; Advises, maintains and installs the City's data and communication technology.
INSPECTOR	Refers to the Inspector of Public Works; Authorized Representative of the Director, Bureau of Contract Administration
LUMP SUM PAYMENT	Payment for delivery of completed services of a stipulated scope of work.
MBE/WBE/OBE	Minority/Women/Other Business Enterprise.
NOTICE TO AWARD	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.
NOTICE TO PROCEED	The written notice by the Engineer to the successful proposer that the Project shall commence.
PRELIMINARY DESIGN DOCUMENTS	Drawings and written design summary based on building program analysis
PROGRAM MANAGER	The Representative of the City Engineer
PROJECT	The construction of improvements to be designed by the CONSULTANT as defined in Project Task Order in Exhibit A of this Agreement.
PROJECT ARCHITECT	The technical architect assigned to the PROJECT.
PROJECT ENGINEER	The technical engineer assigned to the PROJECT.
PROJECT MANAGER	The designated person responsible for the tracking and monitoring of the scope, budget and schedule of the PROJECT.
PROJECT TASK ORDER	The detailed project description, scope of services, schedule and cost.
QA / QC	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/ DBE	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 th 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:

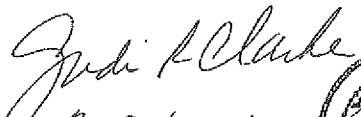

 3/18/2004
Title: President, Board of Public Works

ATTEST:

J. MICHAEL CAREY, City Clerk

By:

Date:

 3-24-04


APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By:

 1/7/04
Title: Assistant City Attorney

Date:

EXHIBIT A

PROJECT SCHEDULE (SAMPLE BAR)

Sample Design Schedule for Animal Facilities Bond Program

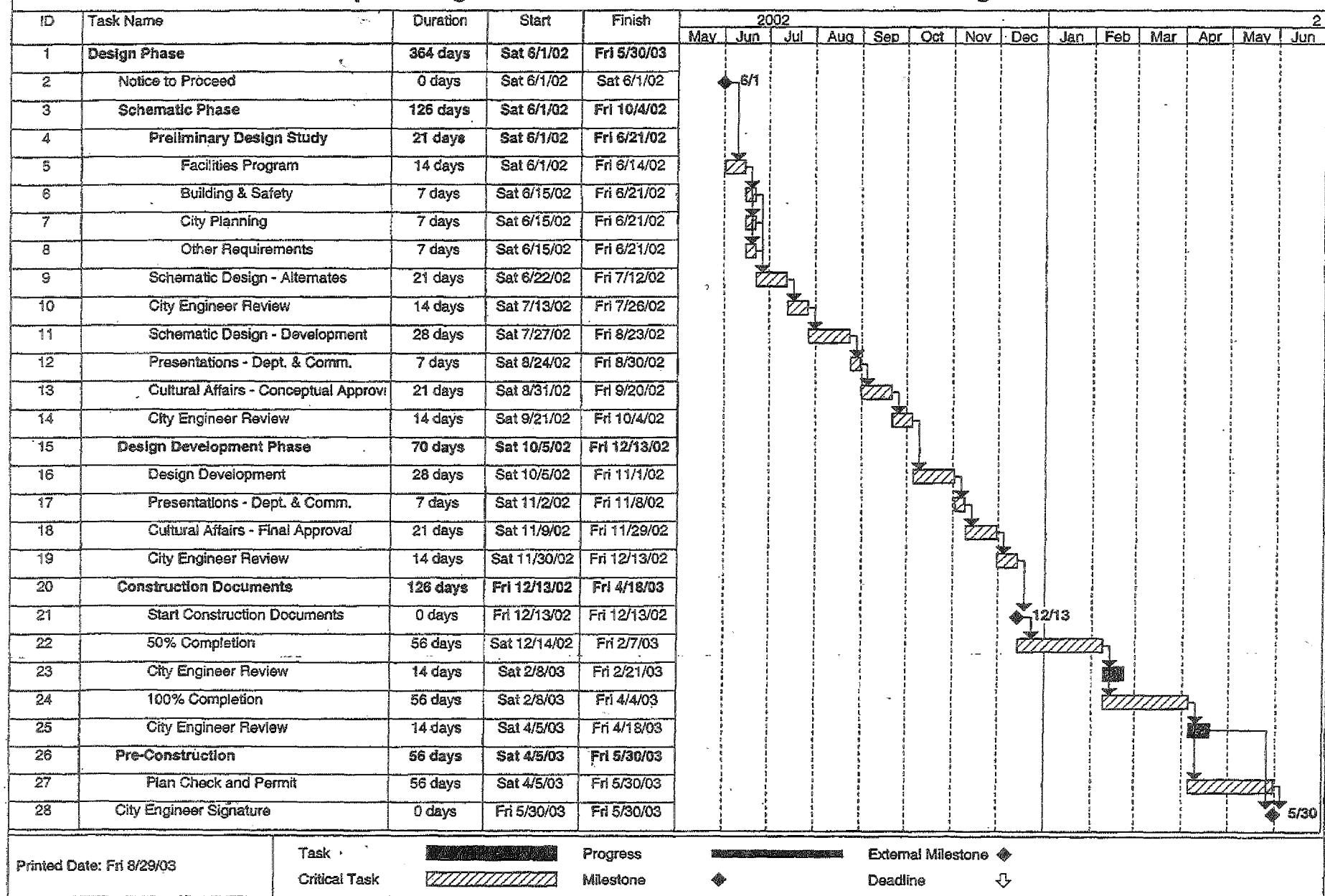


EXHIBIT B

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 \$	
MULTIPLIERS				
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

EXHIBIT C-1
to
PERSONAL SERVICES CONTRACT

MBE/WBE/DBE/OBE UTILIZATION PROFILE

Firm:	
Title:	
Contract:	
Execution Date:	
Expiration Date:	
Contract Celling:	

Month Ending	Total Planned Contractual:	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!
2			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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!
7			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
8			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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10			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
11			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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!
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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!
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21			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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27			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
28			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
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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!

Notes:

= to be filled out by Consultant and Project Manager - other fields are calculated

MBE/WBE/DBE/OBE Util Profile
Exhibit C of Contract

7/15/03

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:				
	Invoice Date	Invoices Number	Invoice Amount	Invoice Amount to Date
Contract Balance Remaining:				\$ -
	Planned Month	(From Utilization Profile - Exh. C of Contract)		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!
Total MBE	\$ -	\$ -	\$ -	#DIV/0!

MBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	% Utilization <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
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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!
				#DIV/0!
Total WBE	\$ -	\$ -	\$ -	#DIV/0!

WBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	% Utilization <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
---	---	--

SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT

DBE Firms:				%
Company Name	Amount This Invoice	Involved Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
Total DBE	\$ -	\$ -	\$ -	#DIV/0!

DBE "Planned" to Date (from Exhibit C to Contract)	Cost	% Utilization
Actual to Date Through This Invoice	\$ -	#DIV/0!
Percent Deviation		#DIV/0!

OBE Firms:				%
Company Name	Amount This Invoice	Involved Amount to Date	Proposed Sub-Contract Total	Participation To Date
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
Total OBE	\$ -	\$ -	\$ -	#DIV/0!

OBE "Planned" to Date (from Exhibit C to Contract)	Cost	% Utilization
Actual to Date Through This Invoice	\$ -	#DIV/0!
Percent Deviation		#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: [REDACTED]

Date: [REDACTED]

Contract Title: [REDACTED]

Consultant: [REDACTED]

Project Manager: [REDACTED]

Change # [REDACTED]

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

[REDACTED]

Reason for Changes

[REDACTED]

Impact on Final MBE/WBE/DBE/OBE Participation

[REDACTED]

Recommended by: [REDACTED] (Project Manager)	Date: [REDACTED]
Approved by Program Manager: [REDACTED] (signature)	Date: [REDACTED]

EXHIBIT D

INSURANCE REQUIREMENTS

EXHIBIT D - Cont.
INSURANCE REQUIREMENTS

Name: Fisher Selgal 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 were 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 Yanez, 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 Yanez, 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

EXHIBIT G

**CERTIFICATION REGARDING
COMPLIANCE WITH EQUAL BENEFITS
ORDINANCE**

COMPLIANCE

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, AIA
213-847-5282

SECTION 1. CONTACT INFORMATION

Company Name: FISHER SEHGAL VANEZ, 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 21st day of MAY, in the year 2003, at Los Angeles, CA
(City) (State)

Lori Ann Naylor
Signature

3235 San Fernando Rd. #2C
Mailing Address

Lori Ann Naylor
Name of Signatory (please print)

Los Angeles, CA 90065
City, State, Zip Code

Marketing Director
Title

95-4638941
Federal ID or Social Security Number

EXHIBIT H

HOURLY BILLING RATES

002/002

**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:

Arturo Yanez
ARTURO YANEZ, PRINCIPAL

27 JAN 2004

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

11/18/2003

01/27/2004 TUE 10:36 FAX 323 255 4848 PSY Architects

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

TRANSMITTAL NO. 2

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

ARTICLE 16

NONDISCRIMINATION AND AFFIRMATIVE ACTION

No Change

ARTICLE 17

MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

No Change

ARTICLE 18

SUCCESSORS AND ASSIGNS

No Change

ARTICLE 19

CONTACT PERSON – PROPER ADDRESSES – NOTIFICATION

Article 19 is hereby amended to read as follows:

To The CITY:

Contact Person: Mahmood Karimzadeh, AIA, City Architect

Address: 1149 South Broadway, Suite 830, Los Angeles, CA 90015-2213

To Consultant:

Contact Person: Arturo Yanez, Principal

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

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 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 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND
LIVING WAGE ORDINANCE**

No Change

ARTICLE 29 AMERICANS WITH DISABILITIES ACT

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

ARTICLE 35 DISCOUNTS

No Change

ARTICLE 36 CONTRACTOR RESPONSIBILITY ORDINANCE

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: [Signature]

17 DEC '07

Date

Title: PRESIDENT

THE CITY OF LOS ANGELES

By: [Signature]

Cynthia M. Ruiz, President
Board of Public Works

4/25/08

Date

APPROVED AS TO FORM

Rockard J. Delgadillo, City Attorney

By: [Signature]

Assistant City Attorney

4/23/08

Date

ATTEST:

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

By: [Signature]

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.

TRANSMITTAL NO. 3

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 Center 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 Amendment No. 2, 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

SUBCONSULTANTS	MBE/ WBE/ OBE
Conexions 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	WBE

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) 847-2632."

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

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:

Title:

Date:

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works

Date:

By:

Date:

ATTEST:

JUNE LAGMAY, City Clerk

By:

Date:

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By:

Title: Assistant City Attorney

Date: