

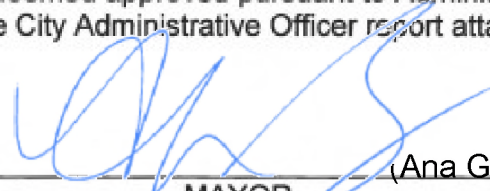
TRANSMITTAL

0220-05117-0025

TO The City Council	DATE 10/1/18	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 14	

**Fourth amendment to Contract No. C-126951 with CBRE, Inc. a Delaware Corporation,
to provide project management of design, construction, tenant improvements and
re-occupation of Figueroa Plaza**

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



MAYOR (Ana Guerrero) for

RHL:DFB:05190021t

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

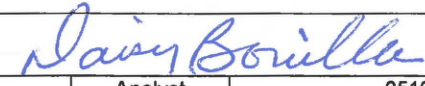
To: The Mayor	Date: 9-24-18	C.D. No. 14	CAO File No.: 0220-05117-0025
Contracting Department/Bureau: Department of General Services		Contact: Melody McCormick (213) 922-8501	
Reference: Transmittal from the Department of General Services dated August 9, 2018; referred for report on August 10, 2018.			
Purpose of Contract: To provide project management of design, construction, tenant improvements and re-occupation of Figueroa Plaza.			
Type of Contract: () New contract (X) Amendment, Contract No. C-126951		Contract Term Dates: December 31, 2018 through December 31, 2019 (with one six month option to renew)	
Contract/Amendment Amount: \$23,620,000			
Proposed amount \$ 2,620,000 + Prior award(s) \$21,000,000 = Total \$ 23,620,000			
Source of funds: Department of General Services Fund 100, Contractual Services Account 003040			
Name of Contractor: CBRE, Inc.			
Address: 2221 Rosecrans Ave. Suite 100, El Segundo, CA 90245			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested		X	
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
* Applicable to contracts of \$1,000,000 or more			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits Ordinance		X	
10. First Source Hiring Ordinance		X	
11. Contractor Responsibility Ordinance		X	
12. Slavery Disclosure Ordinance		X	
13. Bidder Certification CEC Form 50		X	
14. Prohibited Contributors (Bidders) CEC Form 55		X	
15. CA Iran Contracting Act of 2010*		X	

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, approve and authorize the General Manager of the Department of General Services to execute the Fourth Amendment to Contract No. C-126951 with CBRE, Inc. to extend the contract term by one year from December 31, 2018 through December 31, 2019, with one six-month option to renew, in an amount not to exceed \$23.62 million, subject to the review and approval of the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa series), the Department of General Services (GSD) requests approval to execute the proposed Fourth Amendment (Amendment) with CBRE, Inc. to provide project management services for the Figueroa Plaza Towers. The Amendment increases the existing contract ceiling by \$2.62 million, from the current award of \$21 million to a new total of \$23.62 million to accommodate revised tenant improvement costs associated with increased square footage to the original scope of work and rising labor and material costs. The Amendment will also extend the term of the contract by one year, from December 31, 2018 to December 31, 2019, with one additional six-month option to renew.

 DFB Analyst 05190021	 City Administrative Officer
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On October 18, 2017, the City Council made findings to award the proposed Third Amendment on a sole source basis (C.F. 14-0366-S19), in accordance with Charter Section 371(e), since CBRE has special qualifications as the property manager to expedite completion of the desired scope of work due to its experience managing and restoring property, and that these services are also of a temporary nature such that competitive bidding would not be practicable or advantageous. The Department of General Services is currently developing a Request for Proposals to select a contractor to serve as the property manager upon the expiration of the current contract.

The Municipal Facilities Committee approved a GSD report recommending the commitment of \$4,047,574 from the Engineering Equipment and Training Trust Fund at its meeting held on August 30, 2018, subject to Council approval. Of this amount, \$2.62 million would be committed to the proposed Fourth Amendment with CBRE, with the balance of \$1,427,574 to be used to fund associated tenant improvements.

City Council approval of the proposed Amendment is required due to the cumulative term exceeds three years and the estimated payments by the City will exceed \$100,000, adjusted annually in accordance with the consumer price index (Los Angeles Administration Code, Section 10.5 (b) 2).

FISCAL IMPACT STATEMENT

There is no additional impact on the General Fund. Funding for the proposed Amendment will be provided from the Public Works, Engineering Equipment and Training Trust Fund (Trust Fund) No. 568 Department No. 50. The recommendation provided in this report complies with the City's Financial Policies in that budgeted funds are available to fund the proposed contract expenditures.

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT

CITY OF LOS ANGELES
CALIFORNIA



2018 AUG 10 AM 11:48

CITY ADMINISTRATIVE OFFICE

ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX NO. (213) 928-9515

August 9, 2018

Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 300
Los Angeles, California 90012

Attention: Mandy Morales, Legislative Coordinator

**EXECUTIVE DIRECTIVE 3: REQUEST TO AMEND CONTRACT #
C-126951 WITH CBRE, INC TO INCLUDE TENANT IMPROVEMENTS TO THE
201 AND 221 TOWER OF FIGUEROA PLAZA; COUNCIL FILES 17-0633, 14-0366-S19**

The Department of General Services (GSD) requests approval for a Fourth Amendment to contract # C-126951 with CBRE to increase the contract ceiling for improvements within Suites 200, 280, 770, and the 3rd Floor of the 201 Tower of Figueroa Plaza. The amendment increases the contract limit from \$21 million to \$23.6 million and extends the term to December 31, 2019.

Background

On January 11, 2016, pursuant to the December 1, 2015 City Council action, a \$16 million dollar sole source contract # C-126951 was executed with CBRE to provide design, construction, furniture, and relocation, and other necessary related activities for the relocation of HCID staff from the Garland Building to the 11th to 16th floors of 221 Fig Plaza.

- A First Amendment was executed on December 8, 2016 to include build out of Suites 100 & 180, and restrooms on the first floor of 221 Figueroa Plaza Tower, increased the contract limit from \$16 million to \$16.5 million, and extended the term to December 31, 2017.
- A Second Amendment included tenant improvements within Suites 100, 770, and the 3rd Floor of the 201 Tower, and 13th & 14th Floors of the 221 Tower, increased the contract ceiling from \$16.5 million to \$20.5 million, and extended the term to December 31, 2018 with an option to extend an additional six (6) months.
- A Third Amendment for the tenant improvements within Suite 1220 of the 221 Tower of Figueroa Plaza provided office space for the Cannabis Regulation Department and increased the contract ceiling from \$20.5 million to \$21 million with no change to the term of the contract.

- This proposed Fourth Amendment increases the contract ceiling to accommodate revised costs associated with the Second Amendment that are higher than originally estimated. It will provide the City with the same CBRE Fusion Team, increases the contract limit from \$21 million to \$23.6 million, and extends the term to December 31, 2019 with an option to extend an additional six (6) months.

Supplemental Information

The following is provided in accordance with the requirements of ED 3 review:

- 1) CBRE is already in place to best meet the critical deadline. Their team is already staged in the 201/221 Towers and is familiar with the common area renovations required on the subject floors.
- 2) CBRE has detailed knowledge of the building's infrastructure through the fire recovery efforts and have prototypes established for electrical, plumbing, lighting and other building systems that they can readily duplicate on the remaining floors.
- 3) This is an amendment to a sole source contract.
- 4) Approval documents from the Municipal Facilities Committee, Entertainment & Facilities Committee, and City Council are available for review.
- 5) GSD has complied with all City procedures, applicable laws and policies relative to the award of this contract.
- 6) Funding will come from various sources as per the May 25, 2017 CAO report to Municipal Facilities Committee.
- 7) GSD, Real Estate Services Division will be the administrator of the Agreement.
- 8) The contractor is not an employee or official of the City, and is free to make recommendations or perform services specified in the contract independent of the control of City officials, and has no authority with respect to the City's decision beyond fulfilling the provisions of the contract.

I appreciate your effort in processing this request. Should you have any questions regarding it, please feel free to contact the Real Estate Services Division Director, Melody McCormick, at (213) 978-8501.



Tony M. Royster
General Manager

Attachments

c: Leah Chu, Sr. Administrative Analyst II, CAO

**FOURTH AMENDMENT TO AGREEMENT NUMBER C-126951
OF CITY CONTRACTS BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC**

This Fourth Amendment is made and entered into by and between the CITY of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City and the Contractor entered into Agreement Number C-126951 on January 11, 2016 in the amount of \$16 Million, in which Contractor agreed to provide project management services for the design and construction of office space at 201 and 221 North Figueroa Street (201/221 Final Restack); and

WHEREAS, on September 23, 2016, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated September 13, 2016 for the First Amendment for Space Assignments and Tenant Improvements of the 1st floor of the 221 Tower the remodeling and reconfiguration of the 1st floor restrooms in order to create public access to the facility; and

WHEREAS, the September 23, 2016 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$500,000 for a revised contract limit of \$16.5 Million; and

WHEREAS, on June 27, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated June 13, 2017 for the Second Amendment approving Space Assignments and Tenant Improvements for the Bureau of Engineering, Bureau of Sanitation, Los Angeles Fire Department, and the Housing and Community Investment Department in the 201 Tower of Figueroa Plaza, and for Department of City Planning, and the Housing and Community Investment Department in the 221 Tower of Figueroa Plaza; and

WHEREAS, the June 27, 2017 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$4,000,000 for a revised contract limit of \$20.5 Million; and

WHEREAS, on October 18, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Information, Technology, and General Services Committee dated October 10, 2017 for the Third Amendment approving the Space Assignments and Tenant Improvements for the Department of Cannabis Regulation in Suite 1220 on the 12th Floor of the 221 Tower of Figueroa Plaza; and

WHEREAS, the October 18, 2017 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$500,000 for a revised contract limit of \$21 Million; and

WHEREAS, on August 30, 2018 the Municipal Facilities Committee adopted the recommendations in the GSD report dated August 30, 2018 requesting amended space assignments for BOE, LAFD, and BOS and authorization to amend C-126951 with CBRE by increasing the contract ceiling; and

WHEREAS, on (DATE TBD) the Information, Technology, and General Services Committee of the City Council adopted the Municipal Facilities Committee report dated (DATE TBD); and

WHEREAS, the (DATE TBD) action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$2.62 Million for a revised contract limit of \$23.62 Million;

NOW, THEREFORE, the City and Contractor, in consideration of the premises and of the covenants, representations and agreements set forth herein, agree to the following:

FOURTH AMENDMENT

SECTION 3 – SCOPE OF WORK

3.1.2 The Contractor is expected to use reasonable efforts to complete its tasks. In the event that Contractor is unable to meet the target completion date for each approved phase as represented in the chart below, the Contractor shall notify the City in writing providing the reason(s) for delay and the expected completion date.

	Approved by MFC	Scope
1	5/25/17	BOE/LAFD Tenant Improvements 3 rd Floor, 201 Tower
2	5/25/17	BOE/BOS Tenant Improvements 2 nd Floor , 201 Tower
3	5/25/17	HCID Tenant Improvements 7 th Floor, 201 Tower
4	3/30/17	Planning and Planning TI's/Structural Reinforcement 14 th Floor, 221 Tower
5	9/28/17	DCR Tenant Improvements 12 th Floor , 221 Tower

SECTION 4 – DELIVERABLES AND REPORTING

The Contractor shall provide the following Deliverables/Projects under this Contract.

4.1 Deliverables

Suite/Bldg.	Department	Purpose
1450/221	City Planning	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
1220/221	DCR	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
300/201	BOE	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
280/201	BOE/BOS	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
770/201	HCID	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.

SECTION 5 — PERIOD OF PERFORMANCE

5.1 Term of Contract

The term of this Fourth Amendment shall commence on the effective date of the Contract and end December 31st, 2019. The goal of this Contract is to have the Contractor complete the work expeditiously. However, since many deliverables are dependent on the availability of City staff, Design Team, Contractor and Subcontractor during construction and invoicing, the term of this Contract may be extended an additional six (6) months thereafter, unless terminated sooner.

5.2 Ratification Clause

Due to time constraints and the need of the Contractor and Subcontractor services to be provided during the planning stages, Contractor and Subcontractor may have provided services prior to the execution of this Fourth Amendment. To the extent that services were in accordance with the terms and conditions of this Fourth Amendment, those services are hereby ratified.

SECTION 6 — COMPENSATION AND METHOD OF PAYMENT

6.1 Amount. This Contract as amended shall not exceed Twenty Three Million Six Hundred Twenty Thousand Dollars (\$23.62 Million) for the full performance of the services stipulated herein. Payment to Contractor shall be based on 3% of the estimated added project cost (i.e. \$2,620,000) for the 201/221 Final Restack, in the amount of \$78,600, as per the August 30, 2018 Municipal Facilities Report attached hereto and incorporated herein by reference as Exhibit 3. The

Contractor understands and agrees that execution of this Fourth Amendment does not guarantee that any or all funds will be expended.

SECTION 9 – INCORPORATION OF DOCUMENTS

This contract, the First, Second, Third, and Fourth Amendments and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Documents are incorporated and made a part hereof by reference:

- Exhibit 1 Standard Provisions of City Contracts (Rev. 10/17) [v.2]
- Exhibit 2 Insurance Form General 146 and Instructions
- Exhibit 3 MFC Approval Documents (August 30, 2018)
- Exhibit 4 Council Action (DATE TBD)

All other terms and conditions of the Original Contract No. C-126951, not expressly changed by this Forth Amendment shall remain in full force and effect.

This Fourth Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Second Amendment consists of five (5) pages which constitute the entire understanding and agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, this Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

CITY OF LOS ANGELES
a municipal corporation acting by and
through its Department of General Services

FOR CBRE, INC.

By _____
TONY M. ROYSTER
General Manager
Department of General Services

By _____
MICHAEL RUPPERT
Managing Director
CBRE, Inc., LP

Date: _____

Date: _____

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

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By _____
ARLETA MARIA BRIMSEY
Deputy City Attorney

By _____

Date: _____

Date: _____

Council File No.: 14-0366-S19

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No.: C-126951-4

CONTRACT NUMBER C-126951

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC.

FOR

PROJECT MANAGEMENT SERVICES
FOR DESIGN AND CONSTRUCTION OF OFFICE SPACE
AT 221 NORTH FIGUEROA STREET (FIGUEROA PLAZA)
ASSIGNED TO THE
HOUSING AND COMMUNITY INVESTMENT DEPARTMENT

CONTRACT NO. _____

BETWEEN THE CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES
AND CBRE, INC.

FOR PROJECT MANAGEMENT SERVICES FOR DESIGN AND CONSTRUCTION OF
OFFICE SPACE AT 221 NORTH FIGUEROA STREET (FIGUEROA PLAZA)
ASSIGNED TO THE HOUSING AND COMMUNITY INVESTMENT DEPARTMENT

This CONTRACT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Los Angeles Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc. (hereinafter referred to as "Contractor"), a Delaware Corporation is entered into for the services described herein. CITY and Contractor maybe referred to herein individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Contractor serves the CITY in providing City-owned property management services through Contract No. 111811 for 201 and 221 N. Figueroa Street (Figueroa Plaza);

WHEREAS, the Contractor serves the CITY in providing project management and restoration services through Contract No. 125453 for the 221 N. Figueroa building as a result of the DaVinci fire;

WHEREAS, the Contractor serves the CITY in providing project management oversight for the re-stacking project at 201 Figueroa;

WHEREAS, City needs to relocate the Housing and Community Investment Department (HCID) to backfill the 221 Figueroa Tower vacated by the Lewis Brisbois Bisgaard & Smith, LLP and has a need for project management services for the design and construction of office space;

WHEREAS, it is more economical, advantageous and feasible to use Contractor to provide the City with the requested management and oversight services;

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature under Los Angeles City Charter Section 371(e)(2);

WHEREAS, the GSD has determined pursuant to Charter Section 1022 that the performance of the professional, expert and temporary project management oversight services can be performed more economically or feasibly by CONTRACTOR than by City employees because the CITY lacks the sufficient personnel with the requisite skills, training and expertise to perform the services needed by this Contract; and

WHEREAS, GSD has determined that the Contractor's experience and skills make them uniquely qualified to perform the scope of work set forth in this contract;

WHEREAS, Contractor possesses specialized expertise to provide management oversight, and has established the working knowledge and relationships with the complicated mix of public tenants in the complex;

WHEREAS, Contractor, as the City's project manager at Figueroa Plaza has acted responsibly and timely in the restoration and re-occupancy project on site;

WHEREAS, the City has also determined that it is in the best interest to use the Contractor to complete the project as quickly and efficiently as possible for the benefit of the City;

WHEREAS, on October 29, 2015 and subsequent meeting dates, the City Council approved to negotiate and execute a sole source contract with Contractor for project management oversight of the various phases of the restacking project at the 201 tower of Figueroa Plaza ("201 Restack Project") which includes project management, space planning, tenant improvements and re-occupation of displaced employees and other departments to the 201 North Figueroa Tower with an approved project budget of \$13,232,987.00;

WHEREAS, on October 29, 2015 the Municipal Facilities Committee approved CAO's report dated October 29, 2015 amending the recommendations contained in the GSD report dated October 15, 2015 approving the assignment of floors 11-16 to HCID for a contract amount of up to \$16 million (Council File 14-1728-S2);

WHEREAS, on November 10, 2015 the Entertainment and Facilities Committee of the City Council of the City of Los Angeles adopted the Municipal Facilities Committee report dated November 4, 2015; and,

WHEREAS, on December 1, 2015 the City Council of the City of Los adopted the recommendations of the Entertainment and Facilities Council Committee dated November 10, 2015.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the Parties hereby promise, covenant and agree as follows:

SECTION 1 — AUTHORIZED REPRESENTATIVES AND PERSONNEL

1.1 City's Representatives. The City hereby appoints Tony M. Royster, General Manager of the Department of General Services, or his designee, to represent the City on all matters related to this Contract. All correspondence regarding this Contract shall be directed to:

Tony M. Royster, General Manager
Los Angeles Department of General Services
111 East First Street, Room 701, City Hall South
Los Angeles, CA 90012

Copies to:

Los Angeles Department of General Services:
Melody J. McCormick – Project Manager
Director of Facilities
General Services Department
111 East First Street, City Hall South #501
Los Angeles, CA 90012

1.2 Contractor's Representatives.

The Contractor's representatives shall be:

Juan E. Rose III – Project Manager
Associate Director, CBRE Asset Services
2221 Rosecrans Avenue, Suite 100
El Segundo, CA 90245
(310) 363-4836
Juan.Rose@cbre.com

Kristie Price, RPA, FMA, General Manager
CBRE Asset Services
201 N. Figueroa Street, Suite 1460
Los Angeles, CA 90012
(213) 202-2600
Kristie.Price@CBRE.com

SECTION 2 — DEFINITIONS

The following terms shown below in bold print shall be defined and interpreted as follows:

2.1 Department of General Services. The department within the City of Los Angeles that will administer this Contract between CBRE, Inc. and the City. It is also referred to interchangeably as GSD or Department.

2.2 City. The City of Los Angeles, California, a municipal corporation.

2.3 City Business Unit Representative. The GSD employee selected to represent the City for this Contract.

2.4 Contract. This Contract between CBRE, Inc. and the City of Los Angeles for Project Management Services for the design and construction of office space in the 221 tower of Figueroa Plaza at 221 N. Figueroa Street.

2.5 Construction or Design Team. Professional firms (Subcontractors) selected by Contractor to provide various Services.

2.6 Construction Work. Work space construction required under this Contract.

2.7 Contractor. CBRE, Inc., a Delaware corporation.

2.8 Deliverable. Work or Project (used interchangeably in this Contract) required under this Contract.

2.9 Design. Work space architectural design required under this Contract.

2.10 Project. Work or Deliverable (used interchangeably in this Contract) required under this Contract.

2.11 Project Management Fee. The 3% fee to be paid to Contractor as compensation for all Project Management Services as defined in this Contract.

2.12 Project Management Services. Work required of the Contractor under this Contract which includes project management, space planning, tenant improvements and re-occupation of displaced employees and other departments.

2.13 RFP. Request for Proposal let by the City or other agency.

2.14 Services. Project management, move and construction services to be provided by Contractor as required under this Contract.

2.15 Standard Provisions for City Contracts (PSC). These are standard contract conditions applying to all professional service agreements. The current version as of the execution date of this Contract is March, 2009.

2.16 Subcontractors. Design, construction, furniture vendors, architects, engineers, and other services as necessary to be provided by Contractor as required to complete Work under this Contract.

2.17 Work Order. Written document providing Contractor with authority to proceed with specific Services or Work to include design, project management, moving and construction services to be provided by Contractor as required under this Contract.

2.18 Work. Project management, move and construction services to be provided by Contractor as required under this Contract.

SECTION 3 — SCOPE OF WORK

3.1 Project Management Services

3.1.1 The City hereby appoints the Contractor to provide Project Management Services in overseeing Subcontractors providing design, construction, furniture, architectural, engineering, moving and other services as necessary (the "Services") for designated projects (each, a "Project") as described in Section 4 Deliverables and Reporting. The terms and conditions of this Contract shall be incorporated into all Deliverables, and shall govern the performance of the Services, in accordance with each Deliverable. Should the terms of this Contract and a Deliverable conflict, the terms of this Agreement will control unless specifically modified by the parties in writing. . Subcontractors must be pre-approved in writing by the City prior to providing services or products.

3.1.2 The Contractor is expected to use reasonable commercial efforts to complete its tasks. In the event that Contractor is unable to meet the target completion date for each approved phase as represented in the chart below, the Contractor shall notify the City in writing providing the reason(s) for delay and the expected completion date.

Approved by City Council	Scope	Target Completion Date
12/01/2015	Relocate HCID from the Garland Building to the 11 th to 16 th floors of 221 Figueroa	2/28/16

3.1.3 The Parties acknowledge and agree that the Services will be limited to overseeing and managing Subcontractors who will provide design, construction, furniture vendors, movers, architects, engineers, and other service providers as necessary to be engaged by the Contractor to perform work on the Projects ("Subcontractors"). The Contractor will review Project documents and require such changes as are necessary. Project documents should be in the name of the City, and all warranties run in favor of the City. The Contractor shall exercise due care in the selection of skilled and qualified Subcontractors with demonstrated expertise in their respective fields. The City acknowledges that the work product provided by Subcontractors will be the responsibility of such persons and Contractor warrants and guarantees the performance or work product of any Subcontractor(s). The Contractor will be liable for design techniques or procedures employed by any third party including Subcontractors providing design or other services in connection with the Projects, or construction means, methods, techniques, sequences or procedures, particularly as they apply to the structural integrity of constructed building components in the Projects. All agreements with Subcontractors shall be entered into by the Contractor and the Contractor will be responsible for paying for Subcontractors' services unless otherwise arranged for in writing. The Parties understand that Contractor will include a "pay when paid" provision in all subcontracts and will pay Subcontractors only when paid by the City. In contracts with the Subcontractors, the City shall be named as an additional indemnified party and an additional insured under the Subcontractor's liability insurance.

3.1.4 The Contractor shall provide the Services in a good and efficient manner consistent with the City's usage and image, using the standard of care customary for professional providers of like services within the commercial real estate services industry. The Contractor shall perform the Services through able, qualified and trained CBRE employees ("CBRE Employees") and, if applicable, Subcontractors. CBRE shall have the exclusive right to hire, direct, discipline, compensate and terminate CBRE Employees, and shall exercise complete and exclusive control over the conduct of CBRE Employees.

3.1.5 Planning and Design Stage. Contractor will assist the City in the development of clear Project goals for time, cost and scope of the achievement

of the Projects. In conjunction with the City, develop realistic milestones and a budget for total Project costs including construction, equipment, furniture and design fees.

3.1.5.1 Develop Project time schedule for the design stage and coordinate the activities of the City Project Manager and Design Team (as hereafter defined).

3.1.5.2 Recommend professional firms for selection by the City, including consultants, architects, designers and engineers (referred to herein as "Design Team"). Prepare RFP documentation, qualify the professional firms, and conduct interviews, evaluations and make recommendations for selection of the Design Team. A selection matrix summarizing the proposals will be assembled to identify pricing, alternatives, and other criteria for selecting the successful bidder. A formal recommendation to award a bid will be submitted to the City for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project. Negotiate agreement(s) with Design Team entities within predefined parameters.

3.1.6 Construction Procurement State

3.1.6.1 Prepare "front end" documents including General and Special Conditions, contract formats, temporary specifications, guidelines for affirmative action programs, site specific safety plans, and special Subcontractor supplements.

3.1.6.2 Provide a construction time schedule for inclusion in the bid documents and develop for the City a cost value for each activity, based upon the schedule, for use in preparing a forecast.

3.1.6.3 Recommend professional firms for selection by the City, including Subcontractors (referred to herein as "Construction Team"). Prepare RFP documentation, qualify the professional firms, and conduct interviews, evaluations and make recommendations for selection of Construction Team. A selection matrix summarizing the bids will be assembled to identify pricing, alternatives, and other criteria for selecting the successful bidder. A formal recommendation to award a bid will be submitted to the City for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project. Negotiate agreement(s) with Construction Team entities within predefined parameters. Implement value engineering for all aspects of design and construction with selected Construction Team prior to contract award.

3.1.6.4 Receive and analyze Construction Professional proposals, make award recommendations including conducting pre-award conferences and negotiate and prepare construction contract per the City's direction.

3.1.6.5 Provide a summary construction schedule for inclusion with the bid documents.

3.1.6.6 Obtain the City approvals on changes to Project parameters.

3.1.6.7 Upon receipt of City's approval, Contractor shall award such work.

3.1.7 General Management and Coordination.

3.1.7.1 Review the Work performed by the Construction Team, in conjunction with the Design Team, through to completion and require that the materials furnished and the work performed are in accordance with the drawings, specifications and contract documents.

3.1.7.2 Coordinate with the Construction Team the implementation of construction information systems, Project time control schedules and resources analysis as they relate to materials, manpower and costs.

3.1.7.3 Provide construction review status updates and other reports for each Project on a weekly basis.

3.1.8 On-Site Management Stage

3.1.8.1 Establish with the Construction Team on-site organization and lines of authority in order to carry out the City's overall plans of the Project on a coordinated and efficient basis.

3.1.8.2 As applicable, require Construction Team to maintain an on-site record-keeping system which will be sufficient in detail to satisfy an audit by the City. Such records shall include, but shall not necessarily be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material list, shop drawings, and the like.

3.1.8.3 Coordinate the obtaining of all legally required permits, licenses, and certificates. Coordinate through the applicable Construction Team aspects of the work with the City governmental agencies, and utility companies who may be involved in the Projects.

3.1.8.4 Coordinate through the Construction Team the work of all Subcontractors until final completion and acceptance of the Phase One Projects by the City. In the event that the interpretation of the meaning and intent of the Contract documents becomes necessary during construction, ascertain the architect's and City's interpretation, make recommendations as appropriate, and transmit such information to the appropriate Subcontractor(s).

3.1.8.5 Attend job meetings when necessary, attended by the Design Team and Construction Team and City's representative to discuss procedures, progress, problems, scheduling and open items.

3.1.8.6 Coordinate through the Construction Team testing provided by others as required by the technical sections of the specifications, and as required by the building code.

3.1.8.7 Coordinate the review with the Design Team, for compliance with the Contract documents, of shop drawings, materials and other items submitted by the Construction Team.

3.1.8.8 Review and recommend approval, in accordance with City's procedures, all applications for payments submitted through Subcontractors in accordance with established procedures.

3.1.8.9 Receive and review change order requests from Design Team, Construction Team or from City. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the Work, and obtain approval from City and the architect.

3.1.8.10 Review Construction Team scheduling system to expedite materials and equipment deliveries through the course of construction.

3.1.9 Move Coordination

3.1.9.1 Establish move criteria with the City.

3.1.9.2 Conduct move vendor interviews and negotiate contract.

3.1.9.3 Based upon the City's move criteria, recommend professional move management consulting firms and coordinate engagement process.

3.1.9.4 Conduct move vendor RFP and negotiate contract. Coordinate physical move vendor and furniture/equipment installation activities with GSD, for installation and building access.

3.1.9.5 Coordinate vendor activities with the Construction Team on installation and building access issues.

3.1.9.6 Assist City in conducting a thorough move inventory and damage assessment review with move vendors, fixturing supplier and the Construction Team.

3.1.9.7 Close-out Move Vendor Contract and Equipment/Furniture Installation Contracts.

3.1.10 Post Construction

3.1.10.1 At the appropriate time, coordinate the preparation of punch lists indicating the items of Work remaining to be accomplished, and require that these items are completed in an expeditious manner.

3.1.10.2 Assemble all guarantees, warranties, etc., as required by the contract documents and forward them to City.

3.1.10.3 Receive from the Construction Team, check and forward to City all releases of claims required prior to issuance of the final certificate of completion and final payment to the Construction Team.

3.1.10.4 Expedite Construction Team preparation of "as-built" drawings of the entire Project in accordance with the terms of the specifications.

3.1.10.5 After completion of Projects, Contractor's Project Manager will monitor the expeditious follow-up and correction of all punch list items.

SECTION 4 — DELIVERABLES AND REPORTING

The Contractor shall provide the following Deliverables/Projects under this Contract:

4.1 Deliverables

Floor	City Department	Purpose
11 thru 16	Housing & Community Investment Department 124,350 RSF	Reconfigure 11 th thru 16 th floors including design, construction, furniture, architectural, engineering, moving and other related services to accommodate staff.

Additional Deliverables/Projects are subject to be added to this Contract as mutually agreed upon by both Parties in writing.

4.2 Reports

4.2.1 Weekly Status Reports. Reports to be provided in the appropriate MS Office format, PDF, and hard copy. Reports must be received by the City at weekly meetings. Reports must include copies of draft work in progress (e.g., business case, alternatives analysis, cost/benefit analysis reports).

4.2.2 Final Project Report. A final project report includes all work completed, cost of work, and detailed breakdown of all project buildings.

4.2.3 Procurement Support. RFP documents and proposals shall be available upon request and shall be submitted with weekly summaries.

SECTION 5 — PERIOD OF PERFORMANCE

5.1 Term of Contract

The term of this Contract shall commence on the effective date of the Contract and end June 30th, 2016. The goal of this Contract is to have the Contractor complete the work expeditiously. However, since many deliverables are dependent on the availability of City staff, Design Team, Contractor and Subcontractor during construction, the term of this Contract may be extended an additional six (6) months thereafter, unless terminated sooner.

5.2 Ratification Clause

Due to time constraints and the need of the Contractor and Subcontractor services to be provided during the planning stages, Contractor and Subcontractor may have provided services prior to the execution of this Agreement. To the extent that Contractor and Subcontractor services performance were in accordance with the terms and condition of this Agreement, those services are hereby ratified.

SECTION 6 — COMPENSATION AND METHOD OF PAYMENT

6.1 Amount. This Contract shall not exceed Sixteen Million Dollars (\$16 Million) for the full performance of the services stipulated herein. The Contractor understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

6.2 Review and Acceptance of Deliverables.

6.2.1 Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

6.2.2 Contractor shall deliver Projects and invoices to the City upon completion of tasks as described in Work Orders agreed to pursuant to this Contract. City shall pay Contractor for the approved Projects and in the amount specified in the related Work Order. This amount shall include payment for all services performed, including project management oversight compensation and related taxes. Payments shall be due and payable upon the completion of the City's review and approval of the Work product.

6.2.3 Notification of Acceptance. At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the Work delivered by Contractor, based on standards stipulated herein, and if Work is rejected, listing the cause of rejection and required corrections.

6.2.4 Acceptance/Non-Acceptance. Unless modified, all Deliverables provided by Contractor to City shall be deemed to be accepted within twenty (20) business days of receipt by City unless Contractor receives

written notice of non-acceptance within twenty (20) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform. Outstanding reports are to be submitted on a weekly basis through an aging report.

6.3 Project Management Fees, Withholding, Payment Schedule, Payment, Invoice, Billing, and Remittance

6.3.1 Project Management Fees.

6.3.1.1 Stipulated Sum. As compensation for the performance of Project Management Services as defined in this Contract, the City shall pay Contractor a flat fee stipulated sum equal to three percent (3%) of the contract amount

6.3.1.2 Schedule of Payments. The Contractor shall include Project Management Fees as a separate cost and invoices submitted for Deliverables pursuant to this Contract. The schedule below sets forth the distribution of fees by Deliverable.

- 25% payable upon completion of construction drawings, plans are approved and signed.
- 50% payable upon Certificate of Occupancy approved.
- 15% payable upon relocation of tenants are completed.
- 10% holdback, payable when all "punch list" are completed, Subcontractors paid, and liens are released.
-

6.3.2 Withholding. A withhold amount of ten (10) percent of the cost of each Invoice shall be withheld from each payment and collectively paid within thirty (30) business days after the last Deliverable has been accepted by the City. In no event will payment be made prior to the City's verifying and approving: 1) the services were received; 2) the Work was approved; 3) a proper invoice has been submitted; and, 4) insurance requirements have been met.

6.3.3 Invoicing. To ensure that Services provided under personal service contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Therefore, the Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- 6.3.3.1 Name and address of Contractor
- 6.3.3.2 Name and address of City department being billed
- 6.3.3.3 Date of invoice and period covered
- 6.3.3.4 Contract number

- 6.3.3.5 Deliverable number and Work Order number
- 6.3.3.6 Description of completed task and amount due for task, including name of personnel working on task hours spent on task and timesheet supporting charges (if applicable), rate per hour and total due.
- 6.3.3.7 Certification by a duly authorized officer
- 6.3.3.8 Discount and terms (if applicable)
- 6.3.3.9 Remittance Address

6.3.4 Timing. All sums due to Contractor from the City under this Contract shall be paid within thirty (30) business days following receipt of an invoice from the Contractor. The City's obligation to pay or reimburse the Contractor as provided in this Contract shall survive the expiration or termination hereof. All payments to the Contractor hereunder shall be made in accordance with Section 6.3.1.2 (Schedule of Payments).

SECTION 7 — GENERAL TERMS AND CONDITIONS

7.1 Amendments, Modifications, and Change Orders. This Contract, plus specific Exhibits cited herein, constitutes the entire Contract between GSD and Contractor and may be amended by further written agreement of the Parties.

7.2 Subcontractors/Joint Ventures. Contractor shall be the prime Contractor and, as such, is responsible for assuring that all work performed under this Contract meets all requirements of this Contract. Contractor agrees to obtain approval from the City prior to hiring any Subcontractor(s) for work under the terms of this Contract and such approval shall not be unreasonably withheld. Further, nothing in this Contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to the Subcontractors.

7.3 Subcontractors' Requirements. Tasks that are completed by Subcontractors shall be supported by Subcontractor invoices, copies of report pages, brochures, photographs or other unique documentation that substantiates their charges. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the City's Office of Finance.

7.4 Confidential Information. Contractor understands that the Deliverables and all other materials utilized or produced by Consultant pursuant to this Contract are confidential until such time as City releases the final work products to the public. Consultant agrees that neither it nor its officers, employees, agents or Subcontractors will release, or disseminate said information, reports or materials except as authorized in writing by the City or otherwise required by law.

7.5 Suspension. The City may suspend performance by Contractor under the Contract for such period of time as the City in its sole discretion may prescribe by providing written notice to Contractor at least 5 (five) business days prior to the date

on which City wishes to suspend the Contract. The Contractor shall not perform further work under the contract after the effective date of suspension until receipt of written notice from City to resume performance.

7.6 Resources Supplied By City. The City shall not be responsible for providing City resources, including but not limited to office space, clerical support, telephones, supplies, photocopying, or parking to the Contractor.

7.7 Pricing. The Pricing for all goods and services provided to City by Contractor under this Contract shall be agreed upon costs established by Work Orders in accordance with Section 3.1.2 and not to exceed an aggregate of Amount in Section 6.1.

SECTION 8 — CONTRACT PROVISIONS AND CERTIFICATIONS

8.1 Standard Provisions for City Contract. The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09) which are attached as Exhibit 1 and incorporated as though fully stated herein.

8.2 Termination

8.2.1 Termination For Convenience

8.2.1.1 Either of the Parties may terminate this Contract, in whole or in part, including any tasks, Projects and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The initiating Party shall notice such termination by sending a registered letter, return receipt requested, to the other Party at the address set forth in Section 1, Authorized Representatives and Personnel, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter.

8.2.1.2 After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:

8.2.1.2.1 Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and Subcontractors to cease such work.

8.2.1.2.2 Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.

8.2.1.2.3 Transfer title to the City where applicable under this Contract (to the extent that title has not

already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.

8.2.1.3 Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

8.2.1.3.1 Contractor shall be paid on the basis of Work completed as set forth in Section 6, Compensation and Method of Payment, after City review and written approval of the Work.

8.2.1.3.2 Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6, Compensation and Method Of Payment, after City receives, reviews and approves of the work.

8.2.2. Termination For Cause

8.2.2.1 If this Contract is terminated for cause, the Contractor shall comply with Section 8.2.1, Termination for Convenience, above.

8.2.2.2 The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days notice.

If this Contract is terminated for cause by the City, the City will pay for the value of the Work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews and approves of the Work.

8.2.2.3 The Contractor may terminate this Contract in whole or any part hereof by giving the City a written notice of breach. City will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If City is unable or unwilling to cure, or diligently commence to cure such breach, within this time frame,

the Contractor may terminate this Contract on ten (10) calendar days notice.

If this Contract is terminated for cause by the Contractor, the City will pay for the value of the work completed prior to such termination after the City receives, reviews and approves of the work.

8.2.2.4 The Contractor shall not be paid for any Work done after receipt of the notice of termination nor for any costs incurred by the Contractor's suppliers or Subcontractors which the Contractor could reasonably have avoided.

8.2.3 Return of Loaned Material. In the event this Contract is terminated by either Party pursuant to Section 8 of this Contract, all property (including records, equipment, and software) loaned by either Party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

8.2.4 Contract Sections that Survive Termination of Contract. The following Sections shall survive the termination of this Contract for any reason: 7.4 Confidential Information, 8.3 Indemnification, 8.4 Intellectual Property Indemnification, and 8.5 Ownership and License.

8.3 Indemnification. Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its Subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 (See Exhibit 1) shall survive expiration or termination of this Contract.

8.4 Intellectual Property Indemnification. Contractor, 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 Contractor, or its Subcontractors 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 Contractor, or its Subcontractors 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.

8.5 Ownership and License

8.5.1 The Parties agree that the CITY owns the Deliverables, tangible and intangible, originally developed for and presented to CITY pursuant to this Contract subject to the following limitations. (a) Contractor shall retain sole and exclusive ownership of all pre-existing Contractor tools, methodologies, questionnaires, responses, and proprietary research and/or data embodied into a Deliverable or used in the course of performing the Services, together with all intellectual property rights therein ("Contractor Intellectual Property"). (b) Contractor grants to the City a perpetual, non-exclusive, royalty-free license to use any Contractor Intellectual Property embodied in any Deliverable(s) for its internal business purposes. (c) Nothing contained in this Contract shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Deliverables/Services provided to CITY. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of the CITY's confidential information, as that term is defined in this Contract. (d) The CITY shall retain its rights in any proprietary material that City supplies to Contractor. If CITY provides Contractor with materials owned or controlled by CITY or with use of, or access to, such materials, CITY grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work.

8.5.2 For all Work Products delivered to the CITY that are not originated or prepared by Contractor or its Subcontractors, if work is subcontracted, of any tier under this Contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

8.6 Insurance. During the term of this Contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 2 attached hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with all Insurance Contractual Requirements shown on Exhibit 2 attached hereto. Exhibit 2 is hereby incorporated by reference and made a part of this Contract.

8.7 Warranty and Responsibility of Contractor. Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances. All Services provided by the Contractor are on an "as is" basis. Contractor disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The information in the deliverables has been obtained from sources that Contractor believes to be reliable. All Deliverables speak as of the date of delivery to the City.

8.8 No Third-Party Beneficiaries. This Contract is for the benefit of the Parties only. None of the provisions of this Contract are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and CITY that no third party shall have the right to (i) rely on the consulting services provided by Contractor or (ii) seek to impose liability on Contractor as a result of the consulting services or any Deliverables furnished to CITY.

8.9 Insurance Requirements. Contractor shall comply with City insurance requirements pursuant to Form Gen. 133 (Rev 05/12) attached to Standard Contract Provisions for City Contracts (Rev. 3/09), Exhibit 1, Insurance Contractual Requirements.

8.10 Care and Custody. The Contractor accepts full responsibility for the security against loss or damage to the materials involved in the processes related to the Contract while in their possession or the possession of any of their agents. Contractor shall reimburse the CITY for any loss or damage to CITY materials in their agents care or custody.

8.11 Compliance with Laws. The Contractor shall abide by and obey all applicable Federal, State and City laws, including, but not limited to, the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the CITY. The Contractor shall stipulate that in any action related to the Contract, venue shall be in the County of Los Angeles, State of California.

8.12 Disputes

8.12.1 Procedure. Both Parties undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Contract, the CITY's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting will result in an agreed upon course of action to resolve the dispute or default.

If the Parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of Contractor and a senior executive or officer of the City and the City PM, in each

case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

8.12.2 Continuance of Work. The Contractor shall, to the extent possible, continue to perform work under the Contract during any dispute.

8.12.3 Basis for Procedure. The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code (LAAC) and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Contract.

8.13 General Manager's Decision Is Binding. In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the General Manager of the Department of General Services shall be binding on both Parties.

8.14 Contractor Evaluation. At the end of the Contract term, the GSD will conduct an evaluation of the Contractor's performance. As required by section 10.39.2 of the L.A.A.C., evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the Contract. The Contractor will be provided with a copy of the final GSD evaluation and allowed fourteen (14) calendar days to respond. The GSD will use the final GSD evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

8.15 Hazardous Materials; Pre-existing Conditions. The CITY acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of the CITY, The Contractor shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by the Contractor. The Contractor shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

SECTION 9 — INCORPORATION OF DOCUMENTS


This Contract and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following document is incorporated and made a part hereof by reference:

Exhibit 1	Standard Provisions for City Contracts (Rev. 3/09)
Exhibit 2	Insurance Form General 146 and Instructions
Exhibit 3	Re-stack Chart / Floor Assignments

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Contract, (2) Exhibit 1, (3) Exhibit 2, and (4) Exhibit 3.


This Contract is executed in three (3) duplicate originals each of which is deemed to be an original. The Contract includes 20 pages which constitute the entire understanding and agreement of the Parties.

APPROVED AND AGREED TO:
FOR THE CITY OF LOS ANGELES

By 
TONY M. ROYSTER
General Manager
Department of General Services

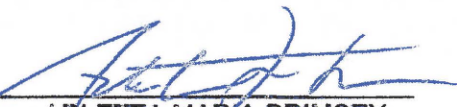
Date: 1/11/2016

FOR CBRE INC.

By 
BOBBY PEDDICORD
Executive Managing Director
CBRE, Inc., LP

Date: _____

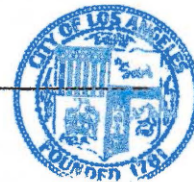
APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By 
ARLETTA MARIA BRIMSEY
Deputy City Attorney

Date: 1/7/2016

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By 



Date: 1-11-16

Council File Number: CF 14-1728-S2

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No: C 126951

**FIRST AMENDMENT TO AGREEMENT NUMBER C-126951
OF CITY CONTRACTS BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC**

This First Amendment is made and entered into by and between the CITY of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor"). City and Contractor maybe referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City and the Contractor entered into Agreement Number C-126951 on January 11, 2016, in which Contractor agreed to provide project management services for the design and construction of office space at 221 North Figueroa Street; and

WHEREAS, on May 26, 2016 the Municipal Facilities Committee approved the assignment of Suite 100 to Department of Recreation and Parks and Suite 180 to the Office of the City Attorney on the ground floor of the 221 North Figueroa Plaza Building (221 Tower) ; and

WHEREAS, on August 25, 2016 the Municipal Facilities Committee adopted the recommendations in GSD's report dated August 25, 2016 requesting authorization to amend C-126951 with CBRE to include in the build out of the 1st floor of the 221 Tower the remodeling and reconfiguration of the 1st floor restrooms in order to create public access to the facility; and

WHEREAS, on August 25, 2016, the Municipal Facilities Committee adopted the recommendations in GSD's report dated August 25, 2016 requesting authorization to amend C-126951 with CBRE to increase the contract ceiling amount by \$500,000 for a revised contract limit of \$16.5 Million; and

WHEREAS, on August 25, 2016, the Municipal Facilities Committee adopted the recommendations in GSD's report dated August 25, 2016 requesting authorization for staff to transmit the funding recommendations and other needed project authorities requested by GSD; and

WHEREAS, on September 13, 2016, the Entertainment and Facilities Committee of the City Council adopted the Municipal Facilities Committee report dated August 31, 2016; and

WHEREAS, on September 23, 2016, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated September 13, 2016;

NOW, THEREFORE, the City and Contractor, in consideration of the premises and of the covenants, representations and agreements set forth herein, agree to the following:

AMENDMENT

SECTION 3 – SCOPE OF WORK

3.1.2 The Contractor is expected to use reasonable efforts to complete its tasks. In the event that Contractor is unable to meet the target completion date for each approved phase as represented in the chart below, the Contractor shall notify the City in writing providing the reason(s) for delay and the expected completion date.

Add:

	Approved by MFC	Scope	Estimated Completion Date
1	5/26/16	Remodel and reconfigure Suite 100 on the 1 st floor for the Department of Recreation and Parks.	1/23/17
2	5/26/16	Remodel and reconfigure Suite 108 on the 1 st floor for the Office of the City Attorney.	1/23/17
3	5/26/16	Remodel and reconfigure the 1 st floor to create public access restroom facilities.	1/23/17

SECTION 4 – DELIVERABLES AND REPORTING

The Contractor shall provide the following Deliverables/Projects under this Contract.

4.1 Deliverables

Add:

Floor	City Department	Purpose
Suite 100	Department of Recreation and Parks	Remodel and reconfigure including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
Suite 108	Office of the City Attorney	Remodel and reconfigure including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
1 st	Public Access Restroom Facilities	Remodel and reconfigure the 1 st floor to create public access restroom facilities

SECTION 5 — PERIOD OF PERFORMANCE

5.1 Term of Contract

The term of this FIRST Amendment shall commence on the effective date of the Contract and end December 31st, 2017. The goal of this Contract is to have the Contractor complete the work expeditiously. However, since many deliverables are dependent on the availability of City staff, Design Team, Contractor and Subcontractor during construction and invoicing, the term of this Contract may be extended an additional six (6) months thereafter, unless terminated sooner.

5.2 Ratification Clause

Due to time constraints and the need of the Contractor and Subcontractor services to be provided during the planning stages, Contractor and Subcontractor may have provided services prior to the execution of this First Amendment. To the extent that services were in accordance with the terms and conditions of this First Amendment, those services are hereby ratified;

SECTION 6 — COMPENSATION AND METHOD OF PAYMENT

6.1 Amount. This Contract as amended shall not exceed Sixteen Million Five Hundred Thousand Dollars (\$16.5 Million) for the full performance of the services stipulated herein. Payment to Contractor shall be based on 3% of the estimated project cost (i.e. \$1,961,232) for the 1st Floor build out, in the amount of \$58,837, as per the approved budget attached hereto and incorporated herein by reference as Exhibit 4. The Contractor understands and agrees that execution of this First Amendment does not guarantee that any or all funds will be expended.

SECTION 9 – INCORPORATION OF DOCUMENTS

This contract and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Documents are incorporated and made a part hereof by reference:

- Exhibit 1 Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit 2 Insurance Form General 146 and Instructions
- Exhibit 3 Re-stack Chart/Floor Assignments
- Exhibit 4 Budget – CBRE Approved Budget For The First Floor Build Out

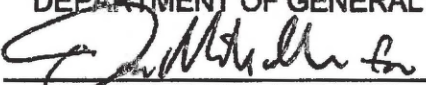
All other terms and conditions of the Original Contract No. C126951, not expressly changed by this First Amendment shall remain in full force and effect.


This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This First Amendment consists of four (4) pages which constitute the entire understanding and agreement of the Parties.

IN WITNESS THEREOF, this First Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

APPROVED AS TO FORM:
MICHAEL N. FEUER, CITY ATTORNEY

CITY:
CITY OF LOS ANGELES, a municipal
corporation, acting by and through its

DEPARTMENT OF GENERAL SERVICES
By: 
ARLETTA MARIA BRIMSEY
Deputy City Attorney

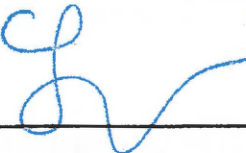
By: 
TONY ROYSTER
General Manager

Date: 12-1-16

Date: 12/6/2016

ATTEST:
HOLLY L. WOLCOT, City Clerk



By: 

CONTRACTOR:
CBRE Inc.

By: 
ERIC HASSERJIAN
Managing Director

Date: 12-8-16

Date: 12/1/16

Agreement Number: C-126951-1

BTRC #: 996509

Council File No.: 14-1728-S2

**SECOND AMENDMENT TO AGREEMENT NUMBER C-126951
OF CITY CONTRACTS BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC**

This Second Amendment is made and entered into by and between the CITY of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City and the Contractor entered into Agreement Number C-126951 on January 11, 2016, in which Contractor agreed to provide project management services for the design and construction of office space at 201 and 221 North Figueroa Street (201/221 Final Restack); and

WHEREAS, on November 17, 2016 the Municipal Facilities Committee approved a space assignment for the Department of City Planning on the 13th Floor of the 221 Tower of Figueroa Plaza, and

WHEREAS, on March 30, 2017 the Municipal Facilities Committee approved additional space for the Department of City Planning (DCP) on the 13th Floor of the 221 Tower of Figueroa Plaza, and

WHEREAS, on March 30, 2017 approved a space assignment for the Housing and Community Investment Department (HCID) on the 14th Floor of the 221 Tower of Figueroa Plaza, and

WHEREAS, on May 25, 2017 the Municipal Facilities Committee approved space assignments in the 201 Tower to HCID on the 7th Floor, and the 221 Tower to DCP on the 13th Floor; and

WHEREAS, on May 25, 2017 the Municipal Facilities Committee approved space consolidations, and reconfiguration of existing workspace within the 201 Tower for PW-Bureau of Engineering (BOE) on the 3rd Floor & Bureau of Sanitation (BOS) on the 2nd Floor, the Los Angeles Fire Department (LAFD) on the 2nd Floor, and the Department of Cultural Affairs (DCA) on the 14th Floor; and

WHEREAS, on May 25, 2017 the Municipal Facilities Committee adopted the recommendations in the CAO report dated May 25, 2017 requesting authorization to amend C-126951 with CBRE to include tenant improvements within the 201 and 221 Towers of Figueroa Plaza; and

WHEREAS, on May 25, 2017, the Municipal Facilities Committee adopted the recommendations in the CAO report dated May 25, 2017 requesting authorization to amend C-126951 with CBRE to increase the contract ceiling amount by \$4,000,000 for a revised contract limit of \$20.5 Million; and

WHEREAS, on May 25, 2017 , the Municipal Facilities Committee adopted the recommendations in CAO report dated May 25, 2017 requesting authorization for staff to transmit the funding recommendations and other needed project authorities requested; and

WHEREAS, on June 13, 2017, the Entertainment and Facilities Committee of the City Council adopted the Municipal Facilities Committee report dated June 2, 2017; and

WHEREAS, on June 27, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated June 13, 2017;

NOW, THEREFORE, the City and Contractor, in consideration of the premises and of the covenants, representations and agreements set forth herein, agree to the following:

SECOND AMENDMENT

SECTION 3 – SCOPE OF WORK

3.1.2 The Contractor is expected to use reasonable efforts to complete its tasks. In the event that Contractor is unable to meet the target completion date for each approved phase as represented in the chart below, the Contractor shall notify the City in writing providing the reason(s) for delay and the expected completion date.

Add:

	Approved by MFC	Scope	Estimated Completion Date
1	11/17/16 3/30/17	Demising wall between DOT/Planning, and Planning TI's 13 th Floor, 221 Tower	12/31/17
2	3/30/17 5/25/17	Demising wall between HCID/Planning and Planning TI's 14 th Floor, 221 Tower	12/31/17
3	5/25/17	BOS/LAFD Tenant Improvements 2 nd Floor , 201 Tower	3/31/18
4	5/25/17	BOE Tenant Improvements 3 rd Floor, 201 Tower	3/31/18
5	5/25/17	HCID Tenant Improvements 7 th Floor, 201 Tower	TBD
6	5/25/17	DCA Tenant Improvements 14 th Floor, 201 Tower	12/31/17

SECTION 4 – DELIVERABLES AND REPORTING

The Contractor shall provide the following Deliverables/Projects under this Contract.

4.1 Deliverables

Add:

Ste/Bldg	City Department	Purpose
1300/ 221	DOT/City Planning	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
1400/ 221	HCID/City Planning	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
200/ 201	BOS/LAFD	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
300/ 201	BOE	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
770/ 201	HCID TI's	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.
1400/ 201	Cultural Affairs TI's	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.

SECTION 5 — PERIOD OF PERFORMANCE

5.1 Term of Contract

The term of this Second Amendment shall commence on the effective date of the Contract and end December 31th, 2018. The goal of this Contract is to have the Contractor complete the work expeditiously. However, since many deliverables are dependent on the availability of City staff, Design Team, Contractor and Subcontractor during construction and invoicing, the term of this Contract may be extended an additional six (6) months thereafter, unless terminated sooner.

5.2 Ratification Clause

Due to time constraints and the need of the Contractor and Subcontractor services to be provided during the planning stages, Contractor and Subcontractor may have provided services prior to the execution of this Second Amendment. To the extent that services were in accordance with the terms and conditions of this Second Amendment, those services are hereby ratified.

SECTION 6 — COMPENSATION AND METHOD OF PAYMENT

6.1 Amount. This Contract as amended shall not exceed Twenty Million Five Hundred Thousand Dollars (\$20.5 Million) for the full performance of the services stipulated herein.

Payment to Contractor shall be based on 3% of the estimated project cost (i.e. \$3,510,000) for the 201/221 Final Restack, in the amount of \$105,300, as per the May 25, 2017 Municipal Facilities Report attached hereto and incorporated herein by reference as Exhibit 3. The Contractor understands and agrees that execution of this Second Amendment does not guarantee that any or all funds will be expended.

SECTION 9 – INCORPORATION OF DOCUMENTS

This contract, the First and Second Amendments and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Documents are incorporated and made a part hereof by reference:

- Exhibit 1 Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit 2 Insurance Form General 146 and Instructions
- Exhibit 3 MFC Approval Documents (May 25, 2017)
- Exhibit 4 Council Action (June 27, 2017)

All other terms and conditions of the Original Contract No. C-126951, not expressly changed by this Second Amendment shall remain in full force and effect.


This Second Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Second Amendment consists of five (5) pages which constitute the entire understanding and agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, this Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

CITY OF LOS ANGELES
a municipal corporation acting by and
through its Department of General Services

By


TONY M. ROYSTER
General Manager
Department of General Services

Date:

8/17/17

FOR CBRE, INC.

By



ERIC HASSERJIAN
Managing Director
CBRE, Inc., LP

Date:

7/31/17

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

By


ARLETA MARIA BRIMSEY
Deputy City Attorney

Date:

8/4/2017

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By



Date:

8-8-17

Council File No.: 17-0633

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No.: C-126951-2

**THIRD AMENDMENT TO AGREEMENT NUMBER C-126951
OF CITY CONTRACTS BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC**

This Third Amendment is made and entered into by and between the CITY of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City and the Contractor entered into Agreement Number C-126951 on January 11, 2016, in which Contractor agreed to provide project management services for the design and construction of office space at 201 and 221 North Figueroa Street (201/221 Final Restack); and

WHEREAS, on September 23, 2016, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated September 13, 2016 for the First Amendment for Space Assignments and Tenant Improvements of the 1st floor of the 221 Tower the remodeling and reconfiguration of the 1st floor restrooms in order to create public access to the facility; and

WHEREAS, the September 23, 2016 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$500,000 for a revised contract limit of \$16.5 Million; and

WHEREAS, on June 27, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated June 13, 2017 for the Second Amendment approving Space Assignments and Tenant Improvements for the Bureau of Engineering, Bureau of Sanitation, Los Angeles Fire Department, and the Housing and Community Investment Department in the 201 Tower of Figueroa Plaza, and for Department of City Planning, and the Housing and Community Investment Department in the 221 Tower of Figueroa Plaza; and

WHEREAS, the June 27, 2017 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$4,000,000 for a revised contract limit of \$20.5 Million; and

WHEREAS, on September 28, 2017, the Municipal Facilities Committee approved a space assignment for the Department of Cannabis Regulation, along with other co-located positions to include the Office of Finance in Suite 1220 on the 12th Floor of the 221 Tower of Figueroa Plaza; and

WHEREAS, on September 28, 2017 the Municipal Facilities Committee adopted the recommendations in the CAO report dated September 28, 2017 requesting authorization to amend C-126951 with CBRE to include tenant improvements within Suite 1220 of the 221 Tower of Figueroa Plaza; and

WHEREAS, on September 28, 2017, the Municipal Facilities Committee adopted the recommendations in the CAO report dated September 28, 2017 requesting authorization to amend C-126951 with CBRE to increase the contract ceiling amount by \$500,000 for a revised contract limit of \$21 Million; and

WHEREAS, on October 10, 2017 the Information, Technology, and General Services Committee of the City Council adopted the Municipal Facilities Committee report dated October 3, 2017; and

WHEREAS, on October 18, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Information, Technology, and General Services Committee dated October 10, 2017;

NOW, THEREFORE, the City and Contractor, in consideration of the premises and of the covenants, representations and agreements set forth herein, agree to the following:

THIRD AMENDMENT

SECTION 3 – SCOPE OF WORK

3.1.2 The Contractor is expected to use reasonable efforts to complete its tasks. In the event that Contractor is unable to meet the target completion date for each approved phase as represented in the chart below, the Contractor shall notify the City in writing providing the reason(s) for delay and the expected completion date.

Add:

	Approved by MFC	Scope	Estimated Completion Date
1	9/28/17	DCR/OOF Tenant Improvements 12 th Floor , 221 Tower	1/1/18

SECTION 4 – DELIVERABLES AND REPORTING

The Contractor shall provide the following Deliverables/Projects under this Contract.

4.1 Deliverables

Add:

Ste/Bldg	City Department	Purpose
1220/ 221	DCR/OOF	Tenant Improvements including design, construction, furniture, architectural, engineering, moving, and other related services to accommodate staff.

SECTION 5 — PERIOD OF PERFORMANCE

5.1 Term of Contract

The term of this Third Amendment shall commence on the effective date of the Contract and end December 31st, 2018. The goal of this Contract is to have the Contractor complete the work expeditiously. However, since many deliverables are dependent on the availability of City staff, Design Team, Contractor and Subcontractor during construction and invoicing, the term of this Contract may be extended an additional six (6) months thereafter, unless terminated sooner.

5.2 Ratification Clause

Due to time constraints and the need of the Contractor and Subcontractor services to be provided during the planning stages, Contractor and Subcontractor may have provided services prior to the execution of this Third Amendment. To the extent that services were in accordance with the terms and conditions of this Third Amendment, those services are hereby ratified.

SECTION 6 — COMPENSATION AND METHOD OF PAYMENT

6.1 Amount. This Contract as amended shall not exceed Twenty One Million Dollars (\$21 Million) for the full performance of the services stipulated herein. Payment to Contractor shall be based on 3% of the estimated project cost (i.e. \$500,000) for the 201/221 Final Restack, in the amount of \$15,000, as per the September 28, 2017 Municipal Facilities Report attached hereto and incorporated herein by reference as Exhibit 3. The Contractor understands and agrees that execution of this Third Amendment does not guarantee that any or all funds will be expended.

SECTION 9 – INCORPORATION OF DOCUMENTS

This contract, the First, Second, and Third Amendments and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Documents are incorporated and made a part hereof by reference:

- Exhibit 1 Standard Provisions of City Contracts (Rev. 10/17) [v.2]
- Exhibit 2 Insurance Form General 146 and Instructions
- Exhibit 3 MFC Approval Documents (September 28, 2017)
- Exhibit 4 Council Action (October 18, 2017)

All other terms and conditions of the Original Contract No. C-126951, not expressly changed by this Second Amendment shall remain in full force and effect.


This Third Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Second Amendment consists of five (5) pages which constitute the entire understanding and agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, this Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

CITY OF LOS ANGELES
a municipal corporation acting by and
through its Department of General Services

By



TONY M. ROYSTER
General Manager
Department of General Services

Date:

12/8/17

FOR CBRE, INC.

By


MICHAEL RUPPERT
Managing Director
CBRE, Inc., LP

Date:

11/27/2017

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

By


ARLETA MARIA BRIMSEY
Deputy City Attorney

Date:

12/6/2017

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By



Date:

12-12-17



Council File No.: 14-0366-S19

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No.: C-126951-3

