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

DATE: September 10, 2014

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): City Planning

CONTACT PERSON: Maria Ortiz PHONE: 213-978-1291

CONTRACT NO.: C-124592 COUNCIL FILE NO.: 

ADOPTED BY COUNCIL: 

APPROVED BY BPW: 

CONTRACTOR NAME: Fehr & Peers

TERM OF CONTRACT: September 9, 2014 THROUGH: September 8, 2019

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:
Transportation Consulting Services

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
AGREEMENT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND FEHR & PEERS FOR TRANSPORTATION
CONSULTING SERVICES
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This CONTRACT is entered into, by and between the CITY OF LOS ANGELES (CITY), a municipal corporation, acting by and through its Department of City Planning (DCP) and Fehr & Peers (CONSULTANT) for Transportation Consulting Services as follows:

- Align transportation and land use policies and objectives so that transportation projects build off and inform land use decisions;
- Utilize the Transportation Element (future Mobility Element), Southern California Association of Government (SCAG) Regional Transportation Plan, and Los Angeles County Metropolitan Transportation Authority (Metro) Long Range Transportation Plan to develop transportation programs and policies for New Community Plans, including considerations of other regional transportation efforts such as the Congestion Mitigation Fee Feasibility Study;
- Analyze multimodal transportation systems with the goal of minimizing reliance on the automobile;
- Identify potential transportation and environmental impacts and associated mitigation strategies;
- Develop a range of transportation-related plans and studies including Transportation Improvement Mitigation Programs (TIMPs), Nexus Studies, Transit Oriented Development (TOD) Studies, parking studies, and other implementation tools to achieve regional and local reduction in Vehicle Miles Traveled (VMT);
- Address parking policies and other programs necessary to accomplish VMT reduction at the Community Plan level or other geographic levels by means of mixed use districts and parking districts in combination with other strategies to achieve the desired goals of livability and sustainability across the City;
- Develop and use new units of measurement to formulate performance standards that guide programs and policies that reduce VMT; and
- Complete other transportation related services.

WHEREAS, DCP released an RFQ for Transportation Consulting Services on August 28, 2013; and

WHEREAS, CONSULTANT has been selected to perform professional services for which CONSULTANT has demonstrated specialized expertise.

NOW, THEREFORE, the CITY and CONSULTANT agree as follows:

SECTION I - TERM

The term of this Contract shall commence on the effective date of the Contract and terminate sixty (60) months thereafter, unless previously terminated as set forth in Section XI, Termination and Suspension of this Contract. Upon mutual agreement by both parties, the term of this Contract may be extended for up to two additional 12-month terms. Such option shall be effected through a letter to Contractor signed by the Director of Planning, or Designee, and the Contractor.
SECTION II - BID AND NOTICE TO PROCEED LETTERS PROCESS

The Director of Planning (DIRECTOR) or designee shall notify the CONSULTANT in writing when CONSULTANT services are needed. This notice shall be considered as a bid letter outlining the Scope of Work available for bid. The CONSULTANT shall respond by providing information regarding cost, composition of project team available to perform the work, schedule of performance, and any other information that the DIRECTOR or designee will indicate as necessary. If the CONSULTANT's bid is selected, the DIRECTOR will send a “Notice to Proceed” letter to the CONSULTANT to commence work as designated. The letter will contain specific directives for the relevant project; such as, but not limited to information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements. DCP shall provide the CONSULTANT at least five (5) working days notice to respond to such letters, and the CONSULTANT's bid responses shall be incorporated into and made part of this Agreement as though fully set forth herein.

SECTION III - SELECTION CRITERIA

The Department of City Planning (DCP) selection criteria for awarding Transportation Consulting Services work will include, but not be limited to, the CONSULTANT's performance, costs, project team members, prior experience, proposed time to complete the project, and other project specific criteria. DCP does not obligate itself to utilize any or all of the "On Call" CONSULTANT(S) for any set percentage, or any percentage of the work.

SECTION IV - SCOPE OF WORK

In Accordance with a “Notice to Proceed” letter, the CONSULTANT may be required to undertake and complete any of the following tasks:

NEW COMMUNITY PLAN TRANSPORTATION ANALYSIS

a. Define a work plan, schedule and project management approach;
b. Assemble database of existing transportation and land use conditions;
c. Obtain citywide base model data from the Department of Transportation (DOT);
d. Calibrate and validate citywide model for use within the study area;
e. Prepare the base year model;
f. Gather recent traffic counts and supplement with additional counts as necessary;
g. In addition to traditional auto traffic counts, include transit ridership counts, bike traffic counts and pedestrian counts;
h. Prepare the future year forecast taking initial zone change and street type recommendations into consideration, possibly simultaneously analyzing the new Level of Services (LOS) under review compared to the existing LOS;
i. Develop and evaluate multi-modal Alternatives, emphasizing case studies with implementable alternatives within the context of the City of Los Angeles;
j. Prioritize transportation improvements, based on current and future land use configurations and adopted policies. Improvements may include: transit services, roads, parking, bicycle and pedestrian amenities among others;
k. Coordinate project effort with DCP, DOT and Public Works Department;
l. Attend discussions/meetings with Planning, DOT, Council Offices;
m. Participate in public workshops, meetings, and hearings;
n. Prepare the transportation section of the Draft Environmental Impact Report (DEIR), response to comments, and preparation of the Final Environmental Impact Report (FEIR) in consultation with lead environmental consultants and Environmental Unit City Staff;
o. Document all public involvement and responses, various transportation alternatives explored during the development of recommendations; and provide project memos detailing data, maps and summary analysis.

TIMPS AND/OR TRANSPORTATION SPECIFIC PLAN

a. Define a work plan, schedule and project management approach;
b. Identify and verify study area and stakeholders;
c. Obtain citywide base model data from DOT, LAPD, DCP, and Metro;
d. Calibrate and validate citywide model for use within the study area;
e. Establish future forecast year for traffic conditions;
f. Gather recent traffic counts and supplement with additional counts as necessary;
g. Prepare existing conditions report for study area taking into account existing transportation and land use conditions;
h. Evaluate future land use alternatives, model several scenarios, analyze transportation system improvements and recommend changes;
i. Prioritize transportation system improvements, based on current and future land use configurations and adopted policies. Improvements may include: transit services, roads, parking, bicycle and pedestrian amenities among others;
j. Calculate preliminary cost of physical improvements;
k. Coordinate project effort with DCP, DOT and Public Works Department;
l. Utilize a nexus study to provide analysis and recommend appropriate methodologies to finance future improvements, such as benefit assessment districts, trip fees or other mitigation measures;
m. Develop an outreach strategy with DCP to achieve buy in from stakeholders;
n. Finalize impact fee methodology with input from stakeholders;
o. Draft new transportation specific plan or amend existing specific plans as necessary;
p. Prepare the transportation section of the DEIR, response to comments, and provide data for other sections of the FEIR in consultation with lead environmental consultants and Environmental Unit City staff.

**NEXUS STUDIES AND OTHER FEE-BASED IMPROVEMENT PROGRAMS**

a. Define a work plan, schedule, and project management approach;
b. Identify and verify study area;
c. Identify stakeholders and develop a public outreach strategy;
d. Collect traffic count data to support the model development;
e. Consider current transportation and land use conditions;
f. Utilize transportation analysis to identify future transportation needs in the study area;
g. Prioritize transportation system improvements, based on current and future land use configurations and adopted City policies. Improvements may include: transit services, roads, parking, bicycle and pedestrian amenities among others;
h. Estimate costs for TIMP, Transportation Demand Management, and physical improvements to be funded by the impact fees;
i. Establish a rational nexus to tie the need for the improvements to development within the study area;
j. Develop and refine trip fee alternatives and evaluate potential impacts on development;
k. Prepare an ordinance to implement the findings of the Nexus Study;
l. Coordinate project effort with DCP, DOT and Public Works Department;
m. Identify various sources of funding available to implement streetscape improvements and transportation system expansion;
n. Prepare transportation section of the DEIR, response to comments, and provide data for other sections for the FEIR in consultation with lead environmental consultants and Environmental Unit City staff.

**TRANSIT ORIENTED DEVELOPMENT**

a. Define a work plan, schedule, and project management approach;
b. Identify and verify study area(s) and government and public stakeholders;
c. Conduct initial community outreach to identify issues, concerns, and opportunities;
d. Coordinate project effort with DCP, DOT, and Public Works Department;
e. Produce maps of existing land uses, infrastructure, demographics, and transit services within the study areas;
f. Analyze existing character of streets within study area(s), including assessment of walkability, existing and planned street dimensions, and historic structures;
g. Make recommendations to expand the variety of land uses in close proximity to transit areas and recommend incentives to encourage mixed-used and affordable housing;
h. Assess parking strategies to complement transit assets and encourage land uses compatible with shared modes of mobility;

i. Perform market studies of potential development sites in study area(s) and develop targeted economic incentives and policies to achieve transit-oriented communities;

j. Report on adequacy of multi-modal transportation linages within the study area(s) and recommend future improvements;

k. Prepare draft and final transit-oriented plans and overlay districts, utilize existing tools and recommend a new toolkit to accomplish transit-oriented development;

l. Attend public workshops, meetings and hearings to present alternatives;

m. Prepare documentation, as necessary, for environmental clearance in coordination with the City’s Environmental Section/Staff.

PARKING STRATEGIES

a. Define a work plan, schedule, and project management approach;

b. Identify parking resources, problems, constraints, and objectives through community outreach;

c. Collect information on parking supply (public and private, on-street and off-street), demand, costs and prices;

d. Include bicycle parking counts in overall parking counts and special events/target locations for more statistically significant data. Exploring bike parking strategies that are similar to cars (bike lockers, bike valets, etc.);

e. Incorporate parking data into a GIS database to integrate with other DCP and DOT data systems;

f. Develop innovative methods for parking district management, such as parking inventory mobile app;

g. Develop a range of alternative solutions to parking issues, for example:
   i. Evaluate opportunities around transit stations to expand parking supply through partnerships;
   ii. “Best practice” strategies for efficient management of existing parking supply;
   iii. Revised parking requirements with consideration for impacts on development;
   iv. Alternative solutions to increase parking supply, such as diagonal parking, stacked parking, public valet programs, shared parking;
   v. Alternative parking pricing strategies and potential impacts to supply and demand.

h. Discuss how parking demand and parking requirements impact land costs and future development opportunities and outcomes in a targeted neighborhood;

i. Identify pedestrian improvements that can expand the geographic range of parking that serves a destination;
j. Develop a comprehensive framework for evaluating parking solutions that accounts for direct and indirect impacts and strategic transportation and land use objectives;
k. Identify possible implementation approaches and recommend short-term and long-term strategies;
l. Recommend long-term strategies for citywide parking management such as joint powers, parking management districts, bond financing, and benefit assessment districts, and new metering technologies;
m. Assess present and past City parking strategies for vehicles and bicycles to refine recommendations for future strategies (Meter hitch program for bicycle parking, preferential parking districts, LA Express Park, Transportation Management Organizations in the City, and Transportation Demand Management programs for past developments);
n. Coordinate project effort with DCP, DOT and Public Works Department;
o. Recommend strategies to better integrate parking policies with community plans and transportation planning activities.

OTHER AS NEEDED SERVICES

Services may include, but are not limited to:

a. Update of General Plan Elements such as the Citywide Transportation/Mobility Element, Infrastructure Systems Element, Public Facilities and Services Element and Air Quality Element;
b. Conduct market analysis including background market data and proforma analysis for various land use categories and parking strategies;
c. Prepare code studies, code amendments, and evaluate new implementation tools;
d. Prepare air quality analyses pursuant to current State law;
e. Prepare walkability analysis;
f. Prepare local and citywide bicycle plans;
g. Develop parking policies and strategies associated with transit-oriented development (TOD), including parking inventory, parking management, and shared parking;
h. Identify and evaluate existing and needed circulation network or infrastructure linkages using a variety of communication tools including conceptual circulation plans, maps, diagrams and other graphics;
i. Identify connections and linkages for pedestrians, bicyclists, motorists and transit riders to planned transit stations;
j. Identify locations for bike facilities including bicycle transit centers, bike lanes and paths, connections, mobility hubs and bicycle parking;
k. Develop standards for achieving complete green streets;
l. Identify recommendations for convenient and attractive network enhancements to accommodate all users;
m. Provide illustrated streetscape design concepts.
SECTION V - ASSIGNED PERSONNEL

CONSULTANT has provided information on the project management personnel and subcontractor personnel, if any, assigned to perform the work required hereunder. In the event CONSULTANT or subcontractor proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, CONSULTANT shall notify the CITY’s representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the CITY.

SECTION VI – PRODUCT DELIVERY SCHEDULE

The product delivery schedule will be indicated in a "Notice to Proceed" letter.

SECTION VII - METHOD OF PAYMENT

The CONSULTANT shall deliver products and invoices to the CITY upon completion of tasks as described in this Agreement and in the "Notice to Proceed" letter. The CITY shall pay the CONSULTANT for the approved deliverables as described in the Notice to Proceed. This amount shall include payment for all services performed, charges and expenses including sub-consultant costs and correction. Payments shall be due and owing upon the completion of the CITY’s review and approval of the work product.

(A) CHANGE IN OBLIGATIONS. Notwithstanding any other provision of this AGREEMENT, any changes or additions hereto which will increase the CITY’s total obligation, per Section VII, of this AGREEMENT, will be accomplished only by a written amendment. The CITY is not obligated for payment of any changes or additions made in violation of this Section.

(B) PAYMENT — The CITY shall make payment to the CONSULTANT no later than sixty (60) days after receipt of an invoice.

(C) APPROVAL OF PRODUCTS AND/ OR INVOICES – If the product and/or invoice are not received and approved by the DIRECTOR or the designee, the CITY may withhold all payments referred to in the Agreement until the product and/or invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or designee shall give notice of his or her intention to withhold the payment(s) and the reason(s) therefore.

(D) AUDIT OF RECORDS — The CITY or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Agreement. CONSULTANT must retain records for three years following final payment per this Agreement.
SECTION VIII - INVOICE REQUIREMENTS

The CONSULTANT shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Agreement and as defined in the "Notice to Proceed" letter. Invoices related to the tasks performed for this AGREEMENT should be sent to:

City of Los Angeles  
Department of City Planning  
Administrative Services Division  
200 N. Spring Street, Room 525  
Los Angeles, CA 90012  
Attention: Maria Ortiz

All invoices for the CITY's approved task(s) and/or deliverable(s) shall include the following for payments to be processed:

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

SECTION IX - CHANGES, DELETIONS OR ADDITIONS

(A) REQUEST FOR CHANGE. In the event DCP identifies changes to this Agreement, the DIRECTOR or designee will submit a written request for such changes, deletions or additions in the following manner:

1. The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent
possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;

2. The proposed change to the Schedule of Tasks, if any;

3. Whether or not the CITY is willing to alter any requirement to accommodate the change or addition.

(B) CHANGE PROPOSAL. Within ten (10) business days following the CONSULTANT's receipt of CITY's written request for a change, deletion or addition, the CONSULTANT shall either sign and accept the change order or prepare and deliver to the CITY a written statement which shall include the following data:

1. The impact of the change on existing requirements.

2. The cost of the change or addition and recommendation for appropriate offsets in the Agreement, if possible.

3. The estimated time schedule to incorporate the change, deletion or addition.

4. Impact of the change on CONSULTANT's ability to perform its obligations under this Agreement.

5. Any proposed changes to the CITY's description of work or schedule of performance.

6. The period of time for which statement is valid.

(C) CHANGE ORDER NOTICE. Upon acceptance by the CITY of the CONSULTANT's change order acceptance or written statement for a proposed change, the CITY will deliver to the CONSULTANT a Change Order Notice, specifying the particulars set forth in Subsections A and B above as agreed. This Agreement will be deemed amended in accordance with said Change Order Notice.

(D) CHANGE SUGGESTIONS. The CONSULTANT or the CITY may suggest changes be made to the work within the general scope of the work contemplated in this Agreement. Suggested changes will be made in accordance with the applicable provisions of Section IX, subsections A. through C. above and no changes will be made without the prior written approval of the CITY.

SECTION X - OWNERSHIP OF DOCUMENTS AND DISPLAYS

Unless otherwise provided for herein, all work products originated and prepared by the CONSULTANT or its subcontractors of any tier under this Agreement 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 Agreement 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. The 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 the CONSULTANT under this Agreement. The CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’s ownership of rights provided herein.

For all work products delivered to the CITY that are not originated or prepared by the CONSULTANT or its subcontractors of any tier under this Agreement, the CONSULTANT hereby grants a non-exclusive perpetual license to use such work products for any CITY purposes. The CONSULTANT shall not provide or disclose any work product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the CITY’s ownership and license rights of all work products are preserved and protected as intended herein. 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 contract with the CITY.

Any reports, documents, drawings and data files provided by the CONSULTANT in an electronic format, on computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to the CITY do not constitute the complete delivery of the CONSULTANT’s professional work product. Because the electronic media may be damaged or altered during transfer, original paper prints must be submitted and shall control where there are any differences between the paper prints and electronic media. The electronic format provided by the CONSULTANT shall be compatible with the CITY’s computer equipment or software, and shall contain no defects and be virus free.

The provisions of this Section shall survive expiration or termination of this Agreement.

SECTION XI - TERMINATION AND SUSPENSION

(A) TERMINATION FOR CONVENIENCE. The CITY shall have the right to terminate this Agreement, in whole or in part, for its convenience at its sole discretion upon ten (10) days written notice to the CONSULTANT in a manner that provides proof of delivery. Such a termination will become effective on the tenth day after the date of the foregoing notice.
1. In the event of a termination under this Section, the CONSULTANT shall promptly deliver to the CITY all work products and deliverables completed and in process as of the effective date of the termination, and all other data, reports, graphics and other documents received or prepared by the CONSULTANT in connection with this Agreement that were not previously provided to the CITY. All such 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. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

2. In the event of a termination under this Section, the CONSULTANT's compensation shall be exclusively limited to compensation for work performed and reimbursement for expenses incurred up to the effective date of the termination in accordance with the terms of this Agreement. Except for compensation for work or services performed and reimbursement for expenses incurred up to the effective date of termination of this Agreement, the CONSULTANT shall have no right to recover any amounts whatsoever from the CITY, including, without limitation, compensatory damages, consequential damages, lost profits or any other amounts arising from or relating to such termination.

(B) SUSPENSION. The CITY may suspend performance by the CONSULTANT under this AGREEMENT for such period of time as the CITY in its sole discretion may prescribe by written notice to the CONSULTANT at least five business days prior to the date on which the CITY wishes to suspend. The CONSULTANT will not perform further work on this AGREEMENT after the date of suspension until receipt of written notice from the CITY to resume. The CONSULTANT will notify the CITY of any additional cost associated with the suspension and negotiate a revised Scope of Services and Payment Schedule.

(C) LIQUIDATED DAMAGES. The CITY and CONSULTANT agree that the CITY shall be entitled to impose liquidated damages for the CONSULTANT's failure to perform satisfactorily, for failure to deliver product(s) in a timely manner and also for failure to adhere to the terms of this Agreement. Liquidated damages shall be assessed and calculated on a daily basis at the rate of two hundred dollars ($200) per each day of nonperformance up to a maximum of fifteen thousand dollars. A ten (10) day grace period may be considered in the calculation of the liquidated damages.

SECTION XII - SUBCONSULTANTS

CONSULTANT agrees to obtain approval from CITY prior to hiring any sub-consultant(s) for work under this AGREEMENT.
SECTION XIII - WARRANTY AND RESPONSIBILITY OF CONSULTANT

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

(B) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services.

(C) The 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.

(D) Except as specified in this Agreement, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the 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 the CITY, CITY furnished data, or any third party.

SECTION XIV - AUTHORIZED REPRESENTATIVES

(A) CITY'S REPRESENTATIVES

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

(B) CONSULTANT'S REPRESENTATIVE

The CONSULTANT hereby appoints Mr. Steven J. Brown as its authorized representative with respect to all matters connected with this Agreement.

SECTION XV - NOTICES

(A) ADDRESSES

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

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

SECTION XVI - CONFIDENTIAL INFORMATION

The CONSULTANT understands that the Deliverables and all other materials utilized or produced by the CONSULTANT pursuant to this AGREEMENT are confidential until such time as the CITY releases the final work products to the public. The 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.

SECTION XVII - STANDARD CITY REQUIREMENTS

The Standard Provisions for City Contracts (Rev. 03/09) are attached as Appendix I and are hereby incorporated by reference as part of this Agreement.

SECTION XVIII - INCORPORATION OF EXHIBITS

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

Appendix I. Standard Provisions for City Personal Services Contracts (03/09 Rev.)
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

THE CONSULTANT: FEHR & PEERS
By: [Signature]
Title: Principal
Date: 9/3/14

THE CONSULTANT: FEHR & PEERS
By: [Signature]
Title: Senior Vice President
Date: September 3, 2014

CITY OF LOS ANGELES, DEPARTMENT OF CITY PLANNING
By: [Signature]
Title: Director of City Planning
Date: 9/5/14

ATTEST: Holly L. Wolcott
Interim City Clerk
By: [Signature]
Date: 09/11/14

APPROVED as to Form:
Michael N. Feuer, City Attorney
By: [Signature]
Date: Sept. 9, 2014