



BOARD REPORT

NO. 16-203


DATE September 21, 2016

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOLLYWOOD RECREATION CENTER – INSTALLATION OF TILE MURAL;
EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 11 (6), OF THE CITY
CEQA GUIDELINES

<i>for</i> AP Diaz _____	V. Israel _____
R. Barajas <i>CB</i> _____	K. Regan _____
H. Fujita _____	N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Grant approval for the installation of a tile mural within Hollywood Recreation Center;
2. Find the subject project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 11 (6), of the City CEQA Guidelines;
3. Direct Department of Recreation and Parks' (RAP) Staff to file the Notice of Exemption (NOE) within five working days of approval;
4. Direct RAP's Chief Accounting Employee to authorize a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for filing the NOE; and,
5. Authorize RAP staff to issue the appropriate Right-of-Entry Permit.

SUMMARY

Hollywood Recreation Center is a 3.12 acre park approximately located in the Hollywood community at 1122 North Cole Avenue. This park contains a recreation center, multi-purpose sports field, children's play area and a pool.

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On March 20, 2013, the Board of Recreation and Parks Commissioners (Board) approved the final plans and specifications for the Hollywood Recreation Center: Pool and Pool Building (PRJ1402B) (W.O. #E170344F) Project (Project) (Report No. 13-069). This Proposition K Project scope includes instructions to 'construct wall surface area and coordinate with the City Contract Artist who will install artwork/mural.

The City, through its Percent-for-Art Policy, mandates that all public works capital improvement projects undertaken by the City must allocate funding, in an amount equal to one-percent (1%) of total construction project costs for the purposes of creating public art projects in compliance with the City's Public Works Improvements Arts Program, implemented, and administered by the Department of Cultural Affairs. The construction of the new pool building, being funded by Proposition K funds, therefore has funds set aside for the installation of an art component as part of the overall Project scope.

The Public Art component (mural) for this Project is also described briefly in Report No. 16-126 through which the Board gave final acceptance of the Hollywood Recreation Center Pool and Pool Building Project. The Report states, in part, that the mural portion of the project has been deferred "until the Department of Cultural Affairs and Department of Recreation and Parks (RAP) resolves the agreement with the artist.

The mural portion of the Project is now ready to proceed. The mural uses various types, sizes, textures and colors of ceramic tiles to build a floral design. The mural design will be presented to the Board for approval. The contractor has constructed a wall surface area of 25 feet by 9 feet to receive the artwork. This area is temporarily protected with a water resistant coating to permit later installation of the mural."

The title of the public art work, by Ms. Laura Hull, is "Holly-Wood-Pool." The 189 square foot mural is constructed of 8" x 8" photo-glazed ceramic tiles, bordered with a stainless steel edge. The design consists of a pattern of "holly" flowers floating above a "wood" grain background with strips of pool water at the top and bottom. The design combines conventional photos of water and wood, juxtaposed against digitally-manipulated photographed flowers, combining the past and present through the use of analog and digital imagery. Imbedded in the holly flowers are images of a variety of insects, animals and reptiles all native to the area. See attached Exhibit A for mural renderings.

The artist, Ms. Hull, is contractually required to provide the Department of Cultural Affairs and RAP with a Maintenance Manual for the artwork. The artist will apply an anti-graffiti coating to the tile mural for added protection. The City is responsible for the long-term care and maintenance of the public artwork created through the Public Works Improvements Arts Program. The Department of Cultural Affairs, as the applicant, has submitted the Artist Waiver for Murals, Plaques and Public Art which allows for the relocation and/or removal of the artwork if deemed necessary. The Waiver, included with the application in its entirety, is attached hereto as Exhibit B.

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This mural proposal was presented to the Facility Repair and Maintenance Commission Task Force (Task Force) at the regularly scheduled meeting on July 13, 2016. At that meeting, the Task Force reviewed the proposal and recommended that the Project be forwarded to the full Board for review and approval, and that a brief expository plaque be included with the mural installation. Should project funds be sufficient to include the manufacture and installation of a plaque, the plaque will follow RAP standards in materials and dimensions with the text limited to the following information:

Title: Holly-Wood-Pool
Artist: Laura Hull
Installation Date: 2016
Description: This design consists of a pattern of "holly" flowers floating above a "wood" grain background with strips of pool water at the top and bottom.

ENVIRONMENTAL IMPACT STATEMENT

The subject Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 11 (6), of the City CEQA Guidelines.

RAP management and staff have no objection to this project at Hollywood Recreation Center Pool

FISCAL IMPACT STATEMENT

Installation of the mural should have no impact on RAP's General Fund as the cost of the mural has been accounted for through the Proposition K program, though ongoing maintenance of the mural is the responsibility of RAP.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Board Report No. 16-126
- 2) Exhibit A – Mural Renderings
- 3) Exhibit B – Public Artwork, Murals and Plaques Application

BOARD REPORT

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The Project replaced the existing old pool facility at the Hollywood Recreation Center, which was demolished under a separate contract to prepare for the new construction. A new 9,600 square-foot pool with integrated splash area, pool deck, Americans with Disabilities Act (ADA) compliant access ramp and railing, waterslide, diving stand, and covered spectator areas was built, as well as a new pool building with shower facilities, a life guard training room, a family changing room, a pool equipment room, and a storm water surge tank. Also, new irrigation, landscaping, and perimeter fencing with a gate was installed. The new facility provides the Department of Recreation and Parks' (RAP) the flexibility to operate the pool and pool building year-around.

Plans for the Project were prepared by Frank R. Webb Architects, Inc. under the direction of the Department of Public Works, Bureau of Engineering (BOE), Recreational and Cultural Facilities Division (RCFD). BOE, Construction Management Division (CMD), completed the construction management of the Project.

BOE has informed RAP that the Project is complete and that the contractor has furnished the required permits, drawings, operation and maintenance manuals, warranties and guarantees. The Statement of Completion (SOC) was issued by the Department of Public Works, Bureau of Contract Administration on January 11, 2016.

During the course of construction, ninety-five (95) change orders were issued in the total amount of One Million, Two Hundred Eighty-Four Thousand, Two Hundred Eighty-Five Dollars (\$1,284,285.00) or twenty-four point seven percent (24.7%) of the base contract amount. The list of change orders is included as Attachment 1 of this Report for reference. Over fifty percent (50%) of the change orders were attributed to unforeseen conditions.

When construction was first started, it was revealed that the deterioration of the existing structures was worse than expected. Therefore, some of the structures originally intended to be repaired or restored could not be salvaged for re-use, such as the retaining walls and fence posts along Lexington Avenue and North Cahuenga Boulevard and these structures were replaced with new structures to support the new perimeter fencing. Secondly, the Los Angeles Department of Water and Power (LADWP) mandated a larger power conduit for the new pool and bathhouse than was planned. In addition, a work backlog from LADWP resulted in an extended use of temporary power by the contractor to keep the existing gymnasium active while LADWP replaced the outdated power switch gear. This accounts for majority of the cumulative time impact (delays), which were compensable time extensions since the delay was caused by the City.

Furthermore, there were RAP requested change orders, which accounted for approximately twelve percent (12%) of the change orders. These change orders included adding security measures (video camera, alarm, doors and cashier's counter wire mesh), and a new ADA drinking fountain for the park.

Finally, the remaining change order costs were due to Errors and Omissions on the construction documents.

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The final construction contract amount, including change orders, is Six Million, Four Hundred Eighty Thousand, Two Hundred Eighty-Five Dollars (\$6,480,285.00). Although the amount of the change orders appears relatively high, the overall construction cost of the Project is very close to the City Engineer's original Class A estimate of Six Million, Three Hundred Thousand Dollars (\$6,300,000.00).

RAP staff consulted with the Office of Contract Compliance concerning the status of the labor compliance requirements and Affirmative Action requirements on the project. There are no outstanding wage violations and labor compliance issues with the work completed by Morillo Construction, Inc. in this contract.

MURAL/ARTWORK

The Public Art component (mural) for this Project has been deferred until the Department of Cultural Affairs and RAP resolves the agreement with the artist. The mural uses various types, sizes, textures and colors of ceramic tiles to build a floral design. The mural design will be presented to the Board for approval. The contractor has constructed a wall surface area of 25 feet by 9 feet to receive the art work. This area is temporarily protected with a water resistant coating to permit later installation of the mural.

TREES AND SHADE

As part of the Project, three shade structures were installed in the spectator areas and three Palm trees were planted at the entrance of the pool building, along with drought tolerant plants such as Agave and Senecio. In addition, three Canary Island Pine trees were added to replace one existing tree that had to be removed in order to construct the pool building foundation.

FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to the RAP's General Fund as this pool is a replacement and all the costs have been calculated in previous years.

This Report was prepared by Shashi Bhakta, Project Managers, Recreational and Cultural Facilities Division, Bureau of Engineering (BOE). Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent of Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENTS

- 1) List of Change Orders

CO & CO Request Log: Hollywood Recreation Center - Pool and Pool Bldg								
W.O. No: E170344F								
CO No	DESCRIPTIONS	Apprvd Amount	Apprvd Date	Change Order Status	C.O. Type	App'd Comp Cal Days	App'd Non Comp Cal Days	REMARKS
001	Door Changes Bulletin #2	\$14,728.00	5/1/14	Executed	S	0	0	Reissue PCO 1 per Bulletin #2; RFI 50, 76, 110, 114, 116; Converted to ECO 1 3/19; Morillo returned signed copy 7/11
002	Grading and Haul Out of Excess Soil at Southwest Site	\$60,578.00	12/13/13	Executed	U	0	0	ECO, RFI 42; Time Separate
003	Permits and Plan Check Fees	\$23,778.00	11/5/13	Executed	S	0	0	
004	Utility Survey at South Grass Area	\$4,054.00	12/6/13	Executed	S	0	0	RFI 39
006	Trim Bars for Surge Pit Access Hatch	\$438.00	12/17/13	Executed	E	0	0	RFI 3
007	Additional Cost for Surge Pit Stilling Chamber Wall	\$3,433.00	12/17/13	Executed	E	0	0	RFI 4
008	Surge Pit Shoring	\$57,967.00	12/19/13	Executed	U	0	0	RFI 112; Time Separate
009	Pool Heater Mechanical Pad	\$1,800.00	12/19/13	Executed	E	0	0	RFI 2
010	Entrance Gate	\$1,425.00	12/19/13	Executed	S	0	0	
011	Surge Pit Waterproofing	\$1,363.00	12/19/13	Executed	S	0	0	Submittal 32R1
012	Sump Pits in Pool Equipment Chambers	\$1,000.00	12/19/13	Executed	E	0	0	RFI 5, 7
013	Sewer Connection Bulletin #2	\$9,838.00	1/27/15	Executed	U	0	0	RFI 39, Bulletin #2
014	Submersible Pump Station Bulletin #2	\$15,708.00	4/2/14	Executed	U	0	0	RFI 108
016	DWP Power Line Changes at South of Building with Walkway Replacement	\$49,072.00	5/29/14	Executed	U	0	0	RFI 46, 47, 48, 137, 150, 162, 165, Bulletin #2; Morillo returned signed copy 7/11
017	Lower Footing and Utility Relocations at Lifeguard Training Room	\$30,837.00	10/1/14	Executed	U	0	0	RFI 163
019	Demolition of Retaining Walls at Perimeter of the Site	\$24,515.00	5/20/15	Executed	U	0	0	RFI 129, 178; Refer to Reports 1-5 in Change Order Request.
020	Drinking Fountain Replacement	\$3,477.00	11/19/14	Executed	S	0	0	RFI 88
021	Planter Wall, Curb Wall and Planting Plan Bulletin #2	\$25,500.00	4/2/14	Executed	E	0	0	RFI 18, 18R1, 18R2, Bulletin #2
022	Lower Footing in Men's and Women's Shower Rooms	\$4,931.00	4/2/14	Executed	E	0	0	RFI 62, 83
023	Wall Finish Bulletin #1	\$7,738.00	12/16/14	Executed	S	0	0	Bulletin #1
026	Structural Horizontal Framing Modifications	\$9,016.00	6/12/15	Executed	E	0	0	RFI 75, 87
028	Pool Starting Platform and Lifeguard Chair	\$0.00	11/20/15	Executed	S	0	0	RFI 173, 179, Submittal 22
029	Exterior Drinking Fountain Ceiling and Chiller Location	\$5,130.00	10/19/15	Executed	E	0	0	RFI 141, 155, 155R1, 155R2
030	Concrete Coverage for Columns at Isolated Footings	\$7,000.00	4/8/14	Executed	E	0	0	RFI 174
031	Window Actuator Circuits and Panel C Relocation	\$12,903.00	5/29/14	Executed	E	0	0	RFI 24, 43; Morillo returned signed copy 7/11
032	Electrical Room Main Roof Drain	\$3,100.00	1/27/15	Executed	E	0	0	RFI 082, 126
033	Waterstop at Surge & Pump Pits	\$713.00	11/14/14	Executed	U	0	0	RFI 118
034	Pedestals for Cantilevered Columns	\$1,500.00	4/8/14	Executed	E	0	0	RFI 55
035	Rebar at Surge & Pump Pit Pipe Penetrations	\$1,389.00	4/2/14	Executed	E	0	0	RFI 143
036	Diaper Changing Station in Family Changing Room #114	\$2,696.00	4/8/14	Executed	E	0	0	RFI 109
037	Conduit Trench Change at Electrical Room Foundation	\$4,623.00	1/15/15	Executed	U	0	0	
038	Credit for Fire Alarm System	(\$12,648.00)	4/8/14	Executed	S	0	0	
039	Water Service and Meter Size Change	\$16,133.00	5/30/14	Executed	U	0	0	RFI 53, 117, 219; Morillo returned signed copy 7/11
040	Revised Bulletin #2 Submersible Pump Station	\$8,546.00	2/5/15	Executed	U	0	0	Revised Bulletin #2, RFI 176
043	Bonding Grips for Pool Epoxy Rebar	\$5,439.00	8/22/14	Executed	E	0	0	RFI 232
044	Pool Shell Reconstruction	\$43,484.00	9/1/14	Executed	E	0	0	
045	Temporary Power Service to the Gym	\$47,692.00	9/25/15	Executed	U	0	0	ECO
046	Additional Security Conduits	\$12,925.00	3/13/15	Executed	S	0	0	ECO; RAP email, RFI 333
048	Cumulative Time Impacts up to 6/31/2014	\$42,000.00	9/6/14	Executed	U	42	147	
049	Additional Plaster at GL A & 2	\$404.00	8/9/14	Executed	E	0	0	RFI 95, 225
050	Additional Site Demolitions	\$9,388.00	9/11/14	Executed	U	0	0	RFI 26
051	Pool Equipment Room Conduit	\$7,166.00	10/1/14	Executed	E	0	0	RFI 180, 207
052	Additional Support for the Cantilevered Walls	\$12,906.00	8/6/15	Executed	S	0	0	RFI 337; ECO
053	Foundation Reinforcements at Columns	\$5,780.00	1/16/15	Executed	E	0	0	RFI 113, 193
054	Dedicating a Circuit to PA rack in Life Guard Room	\$1,002.00	11/6/14	Executed	E	0	0	RFI 153
055	Bag Racks	\$3,000.00	4/6/15	Executed	E	0	0	
056	DWP Charge for Power Service	\$28,000.00	6/17/15	Executed	U	0	0	RFI 137
057	West Brick Fence Wall	\$7,274.00	6/17/15	Executed	U	0	0	1/23 requested hydroblast;
058	Canopy and Light Pole Footing Extension	\$2,355.00	1/28/15	Executed	E	0	0	
059	Chemtrol Pool Controller Replacement	\$10,500.00	11/5/15	Executed	S	0	0	ECO
060	Cumulative Time Impacts from 9/1/2014 to 2/6/2015	\$22,000.00	2/25/15	Executed	U	22	92	
062	Water Pipe Connection, Drywell Installation, and Model Change for Drinking Fountain	\$10,160.00	6/12/15	Executed	U	0	0	ECO, RFI 384, 457
063	Waterslide Fencing	\$7,153.00	4/9/15	Executed	E	0	0	RFI 288S1, 433

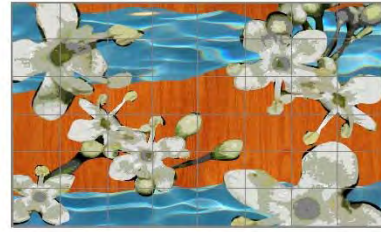
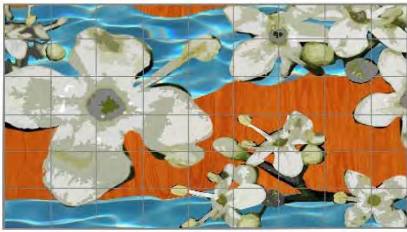
CO & CO Request Log: Hollywood Recreation Center - Pool and Pool Bldg
W.O. No: E170344F

064	LADBS Correction on Bulletin 2 Valve Box	\$3,353.00	3/12/15	Executed	U	0	0	RFI 427
065	Surface Preparation of Steel/Decking in Mechanical/Chemical Rooms	\$7,500.00	6/19/15	Executed	E	0	0	
066	Haul Out of Remaining Soil CO No.2	\$23,474.00	5/8/15	Executed	U	0	0	
067	Wire Mesh Panel Custom Designed Posts and Plates	\$23,000.00	7/1/15	Executed	U	0	0	
068	Vibration Isolation Rail System for MUA-1	\$8,946.00	7/1/15	Executed	E	0	0	
069	Lexington Avenue Retaining Wall and Fence Post Replacement	\$63,732.00	5/12/15	Executed	U	0	0	*Applicable T&M Sheets from COR 55
070	Cahuenga Boulevard Retaining Wall and Fence Post Replacement	\$60,692.00	5/12/15	Executed	U	0	0	*Applicable T&M Sheets from COR 56
071	Window Sill Waterproofing	\$4,750.00	6/19/15	Executed	S	0	0	
072	Chain Link Fence Rails Addition	\$8,000.00	6/19/15	Executed	U	0	0	
073	HVAC Duct Modifications	\$7,389.00	7/24/15	Executed	E	0	0	
074	Sheet Metal Cap Mechanical Pads	\$1,313.00	5/18/15	Executed	S	0	0	
075	Water Slide Footing Additional Overexcavation	\$12,000.00	6/19/15	Executed	U	0	0	
076	CMU Wall Changes	\$8,219.00	6/24/15	Executed	E	0	0	
077	Additional No Diving Signs on Deck	\$1,615.00	6/24/15	Executed	S	0	0	RFI 504
078	Pump Pit Modifications	\$3,507.00	10/19/15	Executed	E	0	0	RFI 506
079	Men's and Women's Dressing Room Signs	\$1,261.00	6/25/15	Executed	E	0	0	
080	Cumulative Time Impacts from 2/7/2015 to Substantial Completion	\$65,000.00	11/30/15	Executed	U	65	71	
081	Additional Security Walls, Doors and Panels	\$30,780.00	9/25/15	Executed	S	0	0	ECO
082	Water Slide Resel	\$3,123.00	8/13/15	Executed	U	0	0	
083	LADBS Plumbing Corrections	\$11,113.00	7/24/15	Executed	E	0	0	ECO
084	Trapeze Supports	\$6,829.00	8/14/15	Executed	E	0	0	
086	Temporary Certification of Occupancy	\$2,226.00	9/17/15	Executed	U	0	0	
087	Hot Dip Galvanize Encased Steel Members	\$7,481.00	10/14/15	Executed	S	0	0	
088	Mechanical and Chemical Rooms Structural Steel Changes	\$15,461.00	10/6/15	Executed	E	0	0	RFI 329
090	Extend Door Header	\$1,000.00	8/13/15	Executed	E	0	0	
091	Modifications to Building Walls and Floors	\$16,577.00	10/19/15	Executed	E	0	0	RFI 87, 124, 139, 188, 198, 234, 331
092	Door Frame Weld	\$4,325.00	8/14/15	Executed	E	0	0	
093	Window Support and Attachments	\$7,315.00	8/14/15	Executed	E	0	0	
094	Exterior Utility Changes	\$13,568.00	11/10/15	Executed	E	0	0	RFI 80, 353, 422, 430, 477, 496, 534, 550
095	Additional Power and Low Voltage Works	\$9,636.00	11/16/15	Executed	S	0	0	RFI 153, 214, 268, 335, 412, 455, 509
096	Hardscape Changes	\$8,197.00	11/16/15	Executed	E	0	0	RFI 166, 233, 349, 367
097	Outdoor Gas and Lights	\$12,958.00	11/17/15	Executed	E	0	0	RFI 244, 399, 403, 410, 465, 468, 500, 543
098	Additional Accessory Items	\$6,333.00	11/18/15	Executed	E	0	0	RFI 470, 499
099	Mechanical Corrections	\$4,490.00	10/9/15	Executed	E	0	0	RFI 441R1, 442R2, 432, 480, 486, 549
100	Trench Drain Reinforcements and Modifications	\$18,556.00	10/8/15	Executed	E	0	0	RFI 291, 299; Submittal 69R1
101	Curved Wall Platform and Accessories	\$11,922.00	10/1/15	Executed	U	0	0	RFI 291, 349, 352, 360S1
102	Roof Deck Support Steel Angels and Bent Plates	\$24,377.00	10/1/15	Executed	E	0	0	RFI 292, 301
103	Steel Installation Changes	\$36,408.00	11/19/15	Executed	E	0	0	Submittal 14s
104	Replacement of Asphalt Concrete Adjacent to Right of Way	\$11,500.00	11/19/15	Executed	S	0	0	
105	Landscaping	\$12,420.00	11/19/15	Executed	U	0	0	RFI 370, 439, 548
85R	Security System Steel Hangers and Additional Conduit Changes	\$11,273.00	10/16/15	Executed	S	0	0	RFI 469
FCO	Final Closeout Change Order	\$20,559.00	1/11/16	Executed	U	0	0	RFI 70, 72S1, 136, 406, 407 Submittal 24S8.
Original Contract Amount =		\$5,196,000.00	Change Order Type		U Unforeseen	\$744,544.00		58 %
Revised Contingency =		\$1,299,000.00			E Errors & Omissions	\$390,948.00		30 %
Total Change Order Amount =		\$1,284,285.00			S Change in Scope	\$158,793.00		12 %
Revised Contract Price =		\$6,480,285.00	Approved Comp. Cal. Days	129	Change Order Percentage		24.7%	
Remaining Contingency =		\$14,715.00	Approved Non Comp. Cal. Days	310	Total Change Order Amount =		\$1,284,285.00	
Total # of Approved Days =		439	Total # of Change Order				95	

EXHIBIT A



North Elevation of Building – Mural Placement



Design Details

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

EXHIBIT B

Date: July 7, 2016

Attn: Melinda Gejer, AICP
City Planning Associate
Department of Recreation and Parks
213-202-2602

From: Felicia Filer MS 380
Public Art Director
Department of Cultural Affairs
213-202-5547

SUBJECT: **HOLLYWOOD RECREATION CENTER NEW PUBLIC ART PROJECT**
Public Artwork, Murals and Plaques Application

Applicant: (Individual name or organization, address, email, telephone)

The application is made by the Department of Cultural Affairs on behalf of the Artist, Laura Hull.

Felicia Filer, Public Art Director
City of Los Angeles, Department of Cultural Affairs | Public Art Division
201 North Figueroa Street | Suite 1400
Los Angeles, California 90012 | culturela.org
213-202-5544

Project Title/Description: "Holly-Wood-Pool" Exterior Tile Mural

Project Location/Street Address:

Hollywood Pool and Bathhouse
1122 Cole Avenue, Hollywood, CA 90038

Council District of Project Location: Council District 13

Artist(s): (Name(s), address(es), email(s), telephone(s))

Laura Hull (Artist)
344 Anna Maria Drive
Altadena, CA 91001
213-500-7208
lhull@sbcglobal.net

Estimated Cost of Project (Materials, labor, insurance, etc.)

\$16,400

Expected Length of Time for Installation:

The Artist will require approximately 1 week for installation.

Expected Lifespan of Project: (3 years, 5 years, 7 years, other,) 10 year maximum

The City of Los Angeles requires artwork commissioned by the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract C-124195.

Who is responsible for maintaining the project during its lifespan? (Name, address, email, telephone)

City of Los Angeles

Do you have a signed, written contract with the artist regarding the proposed project? If yes, please attach one (1) copy of each contract.

Yes. See attached for contract C-124195.

Do you have a signed, written contract with the artist regarding the duration, maintenance, and/or removal of the project? If yes, please attach one (1) copy of each contract.

Yes. See attached for contract C-124195. The project is part of the City's Public Work's Improvements Arts Program administered by the Department of Cultural Affairs.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: July 7, 2016

Attn: Melinda Gejer, AICP
City Planning Associate MS
Department of Recreation and Parks

From: Felicia Filer MS 380
Public Art Director
Department of Cultural Affairs

SUBJECT: **HOLLYWOOD RECREATION CENTER NEW PUBLIC ART PROJECT**

Narrative

The Department of Cultural Affairs (DCA) respectfully requests permission to proceed with the community meeting, artwork fabrication and installation of a new, city-owned public art project that was commissioned through the City's Public Works Improvements Arts Program for the Hollywood Recreation Center located at 1122 Cole Avenue, Hollywood, CA 90038.

Funding Source

Funding is provided by the Proposition K Bond Fund Program

Artist Selection Process

In 2011, as part of the city's Public Works Improvements Arts Program (PWIAP), the Department of Cultural Affairs (DCA) issued a Request for Qualifications to establish a Pre-Qualified Artists roster for upcoming public art opportunities at new Recreation and Parks Facilities. A panel of arts professionals, and representatives from the Bureau of Engineering, reviewed 60 submissions and shortlisted 19 artists to form a pre-qualified list. Subsequently, DCA staff selected 4 artists from the list to develop a public art proposal for the Hollywood Recreation Center project. On October 18, 2011, an artist selection panel, comprised of the project architect, art professionals, a community member, and Recreation and Parks representatives, selected Laura Hull's public art proposal based on the quality of her proposal, artistic merit, and appropriateness of her work for the project.

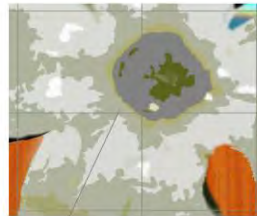
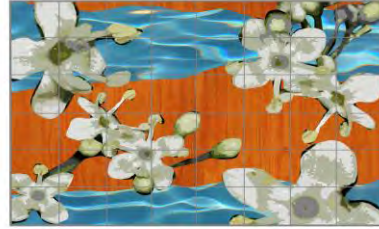
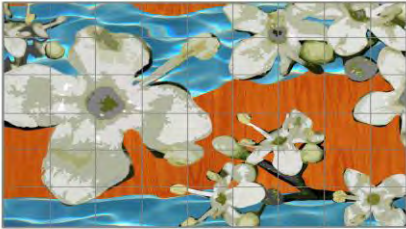
Design

The title of the public art work, by Laura Hull, is "Holly-Wood-Pool". The 189 square foot mural is constructed of 12" x 12" photo-glazed ceramic tiles, bordered with a stainless steel edge. The design consists of a pattern of "holly" flowers floating above a "wood" grain background with strips of pool water at the top and bottom, completing the tongue-in-cheek Holly-Wood-Pool. The design combines conventional photos of water and wood, juxtaposed against digitally-manipulated photographed flowers, combining the past and present through the use of analog and digital imagery. Imbedded in the holly flowers are images of a variety of insects, animals and reptiles all native to the area.

North Elevation



Closeups



Surrounding Neighborhood



Production Process

We would like to begin the artwork fabrication process in Fall 2016.

Design phase: two (2) weeks

Fabrication phase: Approximately six (6) weeks (off-site)

Installation phase: one (1) week

Maintenance & Agreement Regarding Anti-Graffiti Coating

The artist is contractually required to provide to the Department of Cultural Affairs and Recreation and Parks, a Maintenance Manual for the artwork. The artist will apply an anti-graffiti coating to the tile mural for added protection. The City is responsible for the long-term care and maintenance of public artwork created through the Public Works Improvements Arts Program.

Artist Waiver for Public Art, Murals and Plaques

Waiver of Proprietary Rights for Artwork Placed upon City Property

(The provisions of this paragraph shall apply to modify Artist's rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the City of Los Angeles ("City") and its agents).

The Artist Waiver of Proprietary Rights for artwork placed upon city property is not applicable in this instance. The artist will retain the copyrights to the artwork, including the rights of attribution and integrity, pursuant to Sections 13.A and B. of contract C-124195, between the City of Los Angeles and Contractor Laura Hull.

(The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the [describe the artwork/project: mural, sculpture, etc. and medium]).

Contract Sections 13 B., C. D. F, and K., of contract C-124195 describe the City's process and required sequence to remove artwork that is the property of the city.

Describe the artwork/project: mural, sculpture, etc. and medium

Exterior photo-glazed ceramic tile mural, 8' 8.5" H x 22' 4 3/8" W

Title of artwork

"Holly-Wood-Pool"

Location [identify site, including interior location if applicable]:

North facing exterior wall of the Hollywood Pool and Bathhouse at 1122 Cole Avenue, Hollywood, CA 90038

Address for Notice:

Department of Cultural Affairs
Public Art Division
201 N. Figueroa Street, Suite 1400
Los Angeles, CA 90012
213-202-5544

 7/7/14
Department of Cultural Affairs Signature/Date

Recreation and Parks Signature/Date

CONTRACT SUMMARY SHEET

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

DATE: March 10, 2015

FROM (DEPARTMENT): Cultural Affairs

CONTACT PERSON: Paul Pescador PHONE: 213.202.5552

CONTRACT NO.: C124195 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. 1
- CHANGE ORDER NO. _____

CONTRACTOR NAME: Laura Hull

TERM OF CONTRACT: 1/18/12 THROUGH: 01/17/16

TOTAL AMOUNT: \$16,400

PURPOSE OF CONTRACT:
Public art for Hollywood Pool

FIRST SUPPLEMENTAL LETTER OF AGREEMENT TO
PERSONAL SERVICES AGREEMENT NO. C-124195 BETWEEN THE CITY OF LOS ANGELES AND LAURA HULL

This FIRST SUPPLEMENTAL LETTER OF AGREEMENT to PERSONAL SERVICES AGREEMENT NO. C-124195 is made and entered into by and between the CITY OF LOS ANGELES (hereinafter "CITY"), a municipal corporation, acting by and through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter "DEPARTMENT") and LAURA HULL (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by the CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with the CITY's Public Works Improvements Arts Program (hereinafter "PROGRAM"), implemented and administered by the DEPARTMENT, pursuant to the CITY's Administrative Code Section 19.85; and

WHEREAS, on January 18, 2012, the CITY and CONTRACTOR entered into AGREEMENT NO. C-124195 whereby the CONTRACTOR agreed to provide artwork design, fabrication and installation services supported by the milestones identified in that AGREEMENT and attached hereto as Exhibit 1; and

WHEREAS, AGREEMENT NO. C-124195 expired on January 17, 2015 and, through no fault of the CONTRACTOR, services could not be completed during the contract term, and the CITY and CONTRACTOR hereby desire to extend the term of AGREEMENT NO. C-124195 for an additional one (1) year.

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

1. Modify SECTION 9 of AGREEMENT NO. C-124195.

a) Delete the following:

The term of this AGREEMENT shall commence January 18, 2012 and terminate January 17, 2015.

b) Replace the deleted provision with the following:

The term of this AGREEMENT shall commence January 18, 2012 and terminate January 17, 2016.

2. Except as amended by this FIRST SUPPLEMENTAL LETTER OF AGREEMENT, all other terms and conditions of AGREEMENT NO. C-124195 shall remain in full force and effect.

3. In the event of any inconsistency between the provisions of this FIRST SUPPLEMENTAL LETTER OF AGREEMENT and the attachments hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:

- (1) Paragraphs set forth in the body of this FIRST SUPPLEMENTAL LETTER OF AGREEMENT.
- (2) Paragraphs set forth in the body of PERSONAL SERVICES AGREEMENT NO. C-124195.
- (3) Appendix A, "Standard Provisions for City Contracts (Rev. 03/09)".

—SIGNATURE PAGE TO FOLLOW—

IN WITNESS THEREOF, the parties hereto have caused this FIRST SUPPLEMENTAL LETTER OF AGREEMENT to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

LAURA HULL
344 ANNA MARIA DRIVE, ALTADENA, CA 91001
BTRC NO. 625268

By 
DANIELLE BRAZELL
GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

By 
LAURA HULL
ARTIST

Date 5/21/15

Date 03.08.15

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

MICHAEL N. FEUER
CITY ATTORNEY

HOLLY WOLCOTT
CITY CLERK

By 
KIMBERLY MIERA
DEPUTY CITY ATTORNEY

By 
DEPUTY CITY CLERK

Date 5.21.15

Date 5/26/15



C-124195 SA1

C-124195

**PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
LAURA HULL (CONTRACTOR)**

The AGREEMENT is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter "CITY"), through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter "DEPARTMENT"), and LAURA HULL (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with CITY's Public Works Improvements Arts Program (hereinafter "PROGRAM"), implemented and administered by DEPARTMENT, pursuant to CITY's Administrative Code Section 19.85;

WHEREAS, CITY authorizes payments to fund public arts projects administered by PROGRAM, including: acquisition or placement of publicly accessible works of art; acquisition or construction of arts or cultural facilities; provision of arts or cultural services; and/or restoration or preservation of existing works of art;

WHEREAS, to accomplish this purpose, CITY desires to contract with people who possess the necessary knowledge, experience, and professional expertise to execute public arts projects;

WHEREAS, the DEPARTMENT OF RECREATION AND PARKS of CITY (hereinafter "AGENCY") has allocated funds for the selection, purchase, and placement of a public arts project in compliance with PROGRAM;

WHEREAS, a shortlist of artists was established based on qualifications of each artist's skills, talent, and expression, and CONTRACTOR was selected from the established shortlist and asked to develop a proposal for the public arts project (hereinafter "ARTWORK") at the HOLLYWOOD POOL AND BATHHOUSE (hereinafter "PROJECT SITE");

WHEREAS, CONTRACTOR has been selected by a panel of experts from among the shortlist of artists invited to develop a proposal and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT in public space located at PROJECT SITE;

WHEREAS, CONTRACTOR has demonstrated the ability to create and design ARTWORK to satisfy the needs identified by DEPARTMENT;

WHEREAS, CITY wishes to promote and maintain the integrity and clarity of CONTRACTOR's ideas and statements as represented by ARTWORK; and

WHEREAS, CITY has selected CONTRACTOR to perform professional, expert, and technical services that are of a temporary and occasional nature.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. DESCRIPTION OF REQUIRED ARTWORK

CITY—the CITY OF LOS ANGELES, a municipal corporation.

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

COMMISSION—the BOARD OF CULTURAL AFFAIRS COMMISSIONERS of DEPARTMENT of CITY.

AGENCY—the DEPARTMENT OF RECREATION AND PARKS of CITY.

CONTRACTOR—LAURA HULL, 344 Anna Maria Drive, Altadena, CA 91001.

PROJECT SITE—HOLLYWOOD POOL AND BATHHOUSE, 1122 Cole Avenue, Hollywood, CA 90038.

ARTWORK—exterior tile mural.

SCOPE OF WORK—CONTRACTOR'S RESPONSIBILITIES; TERM, REQUESTS FOR PAYMENT & REMUNERATION; DELIVERY & ACCEPTANCE; MAINTENANCE, REPAIRS & RESTORATION OF THE

WORK; and ENGINEERING CONFORMANCE & PROTECTION OF WORK; pursuant to SECTIONS 3; 9; 10; 11; 17; and 24.

WORK PLAN—an established schedule with specific dates and milestones, including an itemized budget, work phases, and meetings for execution and delivery of ARTWORK, prepared by CONTRACTOR in consultation with DEPARTMENT and AGENCY.

NOTICE TO PROCEED—written notice issued by DEPARTMENT, authorizing CONTRACTOR to initiate fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate fabrication prior to receipt of such notice.

RECEIPT OF VERIFICATION—written notice issued by DEPARTMENT, verifying CONTRACTOR has completed fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate transportation or installation of ARTWORK at PROJECT SITE prior to receipt of such notice.

NOTICE OF FINAL ACCEPTANCE—written notice issued by DEPARTMENT, verifying CONTRACTOR's completed installation of ARTWORK as specified in WORK PLAN as approved by COMMISSION, subject to CITY's final inspection and approval of ARTWORK installation.

MAINTENANCE MANUAL—a comprehensive manual prepared and submitted by CONTRACTOR, detailing all required and suggested maintenance related to ARTWORK, and subject to review and written acceptance by DEPARTMENT and AGENCY.

RELEASE OF ALL CLAIMS—a document prepared and provided by CITY, for CONTRACTOR to review, sign, and submit, thereby fully releasing, acquiring, and discharging CITY from all claims, actions, causes of action, demands, damages, costs, expenses, attorney fees, obligations, and/or liabilities related to work performed under this AGREEMENT, applying to all unknown and all unanticipated damages, as well as to injuries and damages now known, disclosed, or anticipated that may result from or arise out of this AGREEMENT, or to the effects or consequences thereof.

WORK PRODUCTS—all materials, tangible or not, created in whatever medium under this AGREEMENT, including without limitation to artworks, audio-visual, reports, drawings and sketches, schematics, marks, logos, graphic designs, and all other intellectual property.

SECTION 2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Parties to this AGREEMENT:

1. CITY, a municipal corporation, chartered by the STATE OF CALIFORNIA, acting by and through DEPARTMENT.
2. LAURA HULL.

B. Representatives of the Parties.

The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representative of CITY, unless otherwise stated in this AGREEMENT, shall be:

BECKY SNODGRASS, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400
Los Angeles, CA 90012
213 202-5544 <becky.snodgrass@lacity.org>

2. The representative of CONTRACTOR shall be:

LAURA HULL
344 Anna Maria Drive
Altadena, CA 91001
213 500-7208 <lhull@sbcglobal.net>

- C. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. CONTRACTOR shall give written notice to CITY detailing any change(s) in the name and/or address of the person designated as the representative of CONTRACTOR for receipt of notices, demands, or communications, within 5 days of any such change(s).
- E. The relationship of the parties under this AGREEMENT is, and at all times shall remain, solely that of independent contractors to each other. Neither DEPARTMENT nor CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

SECTION 3. CONTRACTOR'S RESPONSIBILITIES

SCOPE OF WORK contained in this AGREEMENT encompasses the full execution of ARTWORK, including construction documents, feasibility study, engineering, production, fabrication, transportation, inspection, installation, maintenance plan, and presentation to community and approving bodies.

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within sixty (60) days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within sixty (60) days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.
- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding

allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).

- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 19.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.
- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.

- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 19.

SECTION 4. ADDITIONS & CHANGES IN SCOPE OF WORK

- A. CITY, from time to time, may desire to make changes in the services provided by CONTRACTOR under this AGREEMENT. Such changes may revise portions of SCOPE OF WORK previously completed, delete portions of SCOPE OF WORK not yet performed, require performance of additional work beyond original SCOPE OF WORK, and/or make other changes within SCOPE OF WORK to be performed by CONTRACTOR under this AGREEMENT. An amendment shall not modify the overall purpose of this AGREEMENT. In the event of such a desire for CITY to change SCOPE OF WORK, CONTRACTOR has two options:
1. If CONTRACTOR agrees to CITY's requested change(s) in SCOPE OF WORK, then the parties shall agree in the form of a written amendment to this AGREEMENT that includes specifications for any such change(s), including but not limited to, description(s) of services, budget, payment(s), and/or schedule.
 2. If the parties are unable to agree to requested change(s) in SCOPE OF WORK, despite best efforts made in accordance with the process outlined in SECTION 25, but no resolution can be reached, then DEPARTMENT may terminate this AGREEMENT pursuant to SECTION 19.
- B. CONTRACTOR shall prepare and submit in writing to CITY, for review and written approval(s), any significant change(s) in the cost, scope, design, color, size, material, and/or texture of ARTWORK not in substantial conformity with CONTRACTOR's original public art project proposal. A significant change is one that affects design, fabrication, installation, schedule, site preparation, and/or maintenance of ARTWORK, and/or CONTRACTOR's concept for ARTWORK. No services requiring additional compensation to CONTRACTOR shall be furnished without prior written authorization by DEPARTMENT and AGENCY in the form of a written amendment to this AGREEMENT.
- C. Upon DEPARTMENT's approval of any such change(s), CONTRACTOR shall submit to CITY any relevant, revised construction drawings for ARTWORK, as well as necessary revised maintenance information related to ARTWORK.

SECTION 5. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.
- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 10, PARAGRAPH B.

SECTION 6. CONTRACT ADMINISTRATION

- A. CONTRACTOR shall not subcontract with any CITY's current or former regular employee(s) throughout the term of this AGREEMENT without prior written authorization by DEPARTMENT. If CONTRACTOR desires to subcontract with any third parties to provide services under this AGREEMENT, CONTRACTOR agrees that all such subcontracts shall be bound by the terms and conditions of this AGREEMENT. DEPARTMENT reserves the right to approve and/or reject any subcontract(s) identified by CONTRACTOR to provide services under this AGREEMENT, wherein CONTRACTOR, upon identifying any such subcontractor, shall promptly notify and request written authorization by DEPARTMENT to procure any such subcontractor(s), prior to entering any subcontract and/or procuring any services from a third party.

- B. DEPARTMENT shall coordinate the services to be provided by CONTRACTOR under this AGREEMENT. DEPARTMENT may delegate administration of the AGREEMENT. Wherever this AGREEMENT requires any notice(s) be given to or by CITY, or any determination(s) and/or actions(s) by made by CITY, DEPARTMENT shall so represent and/or act on behalf of CITY.
- C. CONTRACTOR shall determine the artistic expression, scope, design, color, size, material, and texture of ARTWORK, subject to review and written acceptance by DEPARTMENT, AGENCY, and COMMISSION.

SECTION 7. ADDITIONAL PROVISIONS REFERENCE DOCUMENTS

Herein incorporated by reference to this AGREEMENT are "Standard Provisions for City Contracts (Rev. 03/09)", attached hereto and labeled APPENDIX A.

SECTION 8. WARRANTIES

- A. CONTRACTOR shall guarantee all work to be free from faults of material and/or workmanship for a period of no less than one (1) year after installation, free and clear of any liens from any source whatsoever, and not to require any maintenance substantially in excess of that specified by CONTRACTOR in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as specified in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as installed, and shall not apply to material and/or workmanship of ARTWORK that is integrated and/or combined with material acquired from and/or installed by any person or entity other than CONTRACTOR. CONTRACTOR warrants that ARTWORK shall be fabricated such that neither normal environmental exposure nor inherent vice shall cause ARTWORK to require significant conservation for a minimum term of twenty-five (25) years from the date of completed installation of ARTWORK.
- B. CONTRACTOR shall, within the period of guarantee and without additional compensation, correct and/or revise any errors, omissions, and/or other deficiencies in work performed under this AGREEMENT, and make any such correction(s) and/or revision(s) within sixty (60) days of the date of DEPARTMENT's written notice of such errors, omissions, and/or other deficiencies, or within another specified term mutually agreed upon by CONTRACTOR and DEPARTMENT, pursuant to SECTION 11.
- C. CONTRACTOR warrants that, unless otherwise stipulated, ARTWORK is an original and an edition of one (1). CONTRACTOR shall not sell or reproduce ARTWORK and/or allow others to do so without advance receipt of a written license approval issued by CITY, wherein such license approval(s) shall not be unreasonably withheld.

SECTION 9. TERM

The term of this AGREEMENT shall commence January 18, 2012 and terminate January 17, 2015.

SECTION 10. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
 - 1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 - 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$16,400 to provide services under this AGREEMENT, which shall be paid in the following manner:

1. \$4,100 upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 3, PARAGRAPH G.
 2. \$6,560 payable in up to two (2) individual payments, upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 3, PARAGRAPH H, and upon DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR, and upon DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 3, PARAGRAPH K.
 3. \$3,280 upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 11, PARAGRAPHS A and B.
 4. \$2,460 upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 3, PARAGRAPH N; and upon DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR, upon DEPARTMENT's receipt of no fewer than five (5) high-resolution, digital image files of installed ARTWORK, and upon DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 11, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within thirty (30) days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 25.
- D. Invoicing:
1. Invoices shall be submitted to:

Becky Snodgrass, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5544 <becky.snodgrass@lacity.org>
 2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.
 3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
 4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices

under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.

- b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY Charter Section 262(a) that requires CITY's Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.

SECTION 11. DELIVERY & ACCEPTANCE

- A. CONTRACTOR shall notify DEPARTMENT in writing when fabrication of ARTWORK is complete and ready to be transported to PROJECT SITE for installation.
- B. DEPARTMENT shall inspect ARTWORK, prior to its transportation to PROJECT SITE, and upon verification of CONTRACTOR's satisfactory fabrication of ARTWORK, DEPARTMENT shall issue RECEIPT OF VERIFICATION to CONTRACTOR.
- C. AGENCY shall prepare PROJECT SITE for safe reception of ARTWORK for installation, wherein all expenses to prepare PROJECT SITE shall be borne by AGENCY unless otherwise specified under this AGREEMENT.
- D. Upon mutual agreement by DEPARTMENT and AGENCY that ARTWORK has been completed and installed satisfactorily, DEPARTMENT shall issue NOTICE OF FINAL ACCEPTANCE to CONTRACTOR and upon DEPARTMENT's acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 3, PARAGRAPH N, and CONTRACTOR's submission of RELEASE OF ALL CLAIMS and no fewer than five (5) high-resolution digital image files of installed ARTWORK to DEPARTMENT, pursuant to PARAGRAPH F of this SECTION, CONTRACTOR may submit to DEPARTMENT invoice(s) for payment of any unpaid monies due under this AGREEMENT.
- E. If DEPARTMENT determines that any contractual requirement(s) have not been satisfied, DEPARTMENT shall notify CONTRACTOR in writing within thirty (30) working days of any such determination(s) and withhold issuance of NOTICE OF FINAL ACCEPTANCE until all requirement(s) have been satisfied.

SECTION 12. TITLES IN WORK PRODUCTS

- A. CONTRACTOR shall retain the copyright in and to ARTWORK, as provided by federal law. CITY shall have all and exclusive rights of ownership, possession, and enjoyment of ARTWORK, which shall be single-edition, and upon payment in full, CONTRACTOR shall execute any documents CITY may require to evidence transfer. CITY has sole and exclusive discretion in the use, non-use, and enjoyment of the physical element of ARTWORK, subject to any restrictions contained in this AGREEMENT.
- B. Any and all materials and documents, including but not limited to models, maquettes, drawings, specifications, computations, designs, plans, proposals, digital images, photographs, reports, correspondence, and estimates prepared by CONTRACTOR or subcontractors under this AGREEMENT, shall become the property of CITY upon execution of this AGREEMENT, subject to CONTRACTOR's rights enumerated herein. CONTRACTOR shall deliver such materials and documents to CITY whenever requested to do so by DEPARTMENT. Said materials and documents prepared or acquired by CONTRACTOR pursuant to this AGREEMENT shall not be shown to any other public or private person or entity, except as authorized by DEPARTMENT. CONTRACTOR shall not disclose to any other public or private person or entity any information regarding the activities of CITY, except as expressly authorized in writing by CITY.
- C. The final ARTWORK shall be unique. CONTRACTOR shall not make any exact duplicate two or three-dimensional reproductions of the final ARTWORK, nor shall CONTRACTOR grant permission to others to do so except with the prior written permission of CITY. However, nothing shall prevent CONTRACTOR from creating future artworks in CONTRACTOR's manner and style of artistic expression.

- D. CONTRACTOR grants CITY and its assigns a nonexclusive irrevocable and royalty-free license to make two-dimensional reproductions of ARTWORK and any ARTWORK-related documentary works for non-commercial purposes, including but not limited to reproductions or transmissions used in media publicity, exhibitions, loans and/or collections management, or photographs. Such reproductions and transmissions may include but not be limited to magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, printed and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard CITY activities.
- E. CITY's rights under this license include the right to allow productions at PROJECT SITE for commercial and non-commercial movie, television, video, still photography, or any other content or media which image(s) of ARTWORK may appear without further compensation or notification by CITY to CONTRACTOR.
- F. CITY agrees that, unless CONTRACTOR requests to the contrary in writing, all reproductions of ARTWORK shall credit CONTRACTOR and CITY. CONTRACTOR shall make best efforts in any public showing or résumé use of reproductions to acknowledge CITY with the following credit line: "Commissioned by the City of Los Angeles."
- G. CONTRACTOR shall, at CONTRACTOR's expense, cause to be registered with the United States Register of Copyrights, a copyright of ARTWORK in CONTRACTOR's name.
- H. CITY may desire to make reproductions of ARTWORK for commercial purposes including but not limited to t-shirts, postcards, and posters, pursuant to a separate agreement which shall address the terms of the license granted by CONTRACTOR and the royalty, if any, CONTRACTOR may receive.
- I. CONTRACTOR shall not, during the performance of this AGREEMENT, disseminate media publicity of any kind regarding ARTWORK, SCOPE OF WORK, or PROJECT SITE without prior written approval of CITY.
- J. CONTRACTOR represents and warrants that ARTWORK's design and ARTWORK created under this AGREEMENT are either original, do not infringe upon the intellectual property rights of any third party, or are in the public domain. CITY shall not be liable for any third party claims, actions, judgments, costs, or damages of any type associated with ARTWORK design and ARTWORK provided hereunder that result from any infringement upon the intellectual property of any third party. If any third party infringement is claimed prior to CONTRACTOR receiving payment under this AGREEMENT, CITY shall have the right, upon written notice to CONTRACTOR, to withhold such payment until such claim(s) are resolved.
- K. CONTRACTOR hereby grants CITY all necessary legal standing "in the CONTRACTOR's shoes" to enforce CONTRACTOR's copyrights and related rights associated with ARTWORK. However, instituting such enforcement action shall not be a duty of CITY but rather an option to CITY absent timely action by CONTRACTOR. CITY's not instituting the enforcement actions shall not be construed as a waiver of any of its rights at law and in equity. Where CITY undertakes CONTRACTOR's duty to enforce against an infringer for want of timely action by CONTRACTOR, CONTRACTOR shall promptly reimburse CITY for actual costs incurred and prevailing, reasonable attorneys' fees arising out of such enforcement efforts ("Enforcement Expenses"), whether the enforcement efforts result in damages or recovery awarded or a settlement. Where CITY is successful in recovering damages from the infringer(s) in such actions, and upon full reimbursement of the Enforcement Expenses to CITY, CITY shall retain two-thirds ($\frac{2}{3}$) of the gross recovery (without deductions of any kind) and distribute the remaining one-third ($\frac{1}{3}$) to CONTRACTOR.
- L. All reproductions by CITY shall contain a credit or attribution to CONTRACTOR and a copyright notice in substantially the following form: "Copyright 20XX [Name of CONTRACTOR]", to the reasonably possible and appropriate extent, as determined by CITY.
- M. CITY's right of ownership includes the right to remove temporarily or permanently, and store (but not to relocate or reconfigure) ARTWORK in CITY's sole discretion. Further, nothing shall prevent CITY from altering or modifying ARTWORK by reason of business operations necessity, public safety, national security, federal regulations, or other such requirement. In the event that CITY desires to remove ARTWORK permanently, CITY shall give written notice to CONTRACTOR, pursuant to SECTION 12, and give CONTRACTOR the opportunity for a first right to reintegrate ARTWORK, regain ownership of ARTWORK, or disclaim authorship for reason of public safety, national security, or order(s) of the federal government or a court of competent jurisdiction. For avoidance of doubt, installation of ARTWORK at PROJECT SITE does not create any encumbrances on the land or the real estate thereof.

- N. CITY, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s) at PROJECT SITE, for the purposes of identifying CONTRACTOR, the title of ARTWORK, and the year of completed ARTWORK installation, and such plaque(s) shall be reasonably maintained, as more fully described in SECTION 17 of this AGREEMENT. CITY shall have discretion regarding the size, material, construction, and placement of such plaque(s), subject to public safety, maintenance, and operational considerations. The cost of such plaque(s) shall not be borne by CONTRACTOR's budget.

SECTION 13. CONTRACTOR'S RIGHTS

- A. CONTRACTOR and CITY acknowledge that CONTRACTOR may have certain rights under the Visual Artists Rights Act (hereinafter "VARA") and the California Civil Code Section 987 (hereinafter "CAPA"). CITY and CONTRACTOR recognize the importance of CONTRACTOR's moral rights of attribution and integrity, as identified in VARA and CAPA. CITY and CONTRACTOR herein address those statutory rights pursuant to this AGREEMENT.
- B. CONTRACTOR shall have the right to claim authorship of ARTWORK. Further, CONTRACTOR shall have the right to prevent the use of his or her name as the author of ARTWORK in the event of physical defacement, mutilation, alteration, or destruction of ARTWORK.
- C. CITY shall, in its sole discretion, have the right to remove, relocate, or otherwise alter or modify ARTWORK at any time. CITY shall provide ninety (90) days written notice to CONTRACTOR, at CONTRACTOR's last known address, of its intended action affecting ARTWORK. CONTRACTOR acknowledges and understands that the installation of ARTWORK may subject ARTWORK to destruction, mutilation, alteration, or other modification due to the acts of third parties, or to its removal, relocation, conservation, maintenance, storage, or transfer of ownership by CITY.
- D. Pursuant to CITY's Administrative Code Section 22.109, no work of art belonging to or in the possession of CITY shall be removed, relocated, or altered in any way without the written approval of COMMISSION.
- E. CITY may exercise the option of contracting with CONTRACTOR, under separate agreement, for the consultation and assistance with any relocation, reintegration, or performance of any other services for the benefit of CITY, CONTRACTOR and ARTWORK.
- F. In consideration of the mutual covenants and conditions in this AGREEMENT, and except as otherwise provided for under this AGREEMENT, CONTRACTOR agrees to waive any right that CONTRACTOR may have under VARA to prevent the removal of ARTWORK, or the destruction, distortion, mutilation, or other modification of ARTWORK arising from, connected with, or caused or claimed to be caused by the removal, conservation, maintenance, storage, or transfer of ownership of ARTWORK by CITY or its agents, officers, employees, or representatives, or by the presence of ARTWORK at PROJECT SITE. CONTRACTOR's VARA rights under this AGREEMENT shall cease with CONTRACTOR's death and shall not extend to CONTRACTOR's heirs, successors, or assigns.
- G. In consideration of the mutual covenants and conditions in this AGREEMENT, CONTRACTOR waives any rights which CONTRACTOR or CONTRACTOR's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, defacement, mutilation, alteration, or destruction of ARTWORK.
- H. If CITY, in its sole discretion, determines that ARTWORK presents imminent harm or hazard to the public, CITY may authorize its removal without prior notification to CONTRACTOR.
- I. Notwithstanding MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 3, PARAGRAPH N, CITY, in its sole discretion, may determine when and if any maintenance or conservation to ARTWORK shall be made. In the event that such maintenance or conservation results in any substantial alteration, modification, or damage, CONTRACTOR shall have the right to disclaim ARTWORK as CONTRACTOR's creation, and to request that the identification plaque and any attributive references be removed from ARTWORK and reproductions thereof. All maintenance and conservation, whether performed by CONTRACTOR, CITY, or any third party responsible to CONTRACTOR or CITY, shall be made in accordance with professional conservation standards and in accordance with MAINTENANCE MANUAL.
- J. CITY shall, in its own discretion, have the right to donate, sell, transfer or exchange ARTWORK or ELEMENTS of ARTWORK at any time. CONTRACTOR shall have the right of first refusal. CITY shall provide written notice to CONTRACTOR at CONTRACTOR's last known address, providing CONTRACTOR the opportunity to

purchase ARTWORK for an amount equal to either its fair market value as determined by a qualified appraiser or the amount of any offer that CITY has received for the purchase of ARTWORK, whichever amount is greater, in addition to reimbursement to CITY for all costs associated with the removal of ARTWORK from PROJECT SITE, clean-up of PROJECT SITE, and transportation and delivery of ARTWORK to CONTRACTOR. CONTRACTOR shall have ninety (90) days from the date of CITY's notice to exercise the option described herein.

- K. This SECTION is intended to replace and substitute for the rights of CONTRACTOR under VARA and CAPA to the extent that any portion of this AGREEMENT is in direct conflict with those rights. The parties acknowledge that this AGREEMENT supersedes those laws to the extent that this AGREEMENT is in direct conflict therewith.

SECTION 14. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.
 2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 15. EARLY COMPLETION OF CONTRACTOR SERVICES

CONTRACTOR shall bear any transportation and storage costs resulting from the completion of services hereunder prior to the time provided for in the approved WORK PLAN.

SECTION 16. IDENTIFICATION

DEPARTMENT, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s), at appropriate location(s), for the purpose of identifying CONTRACTOR, title of ARTWORK, and year of completion of ARTWORK. Such plaque(s) and location(s) shall be subject to the mutual agreement among CONTRACTOR, DEPARTMENT, and AGENCY. Unresolved disputes shall be resolved pursuant to SECTION 25.

SECTION 17. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

- A. Maintenance: DEPARTMENT and AGENCY recognize that maintenance of ARTWORK on a regular basis is essential to the integrity of ARTWORK. DEPARTMENT and AGENCY shall reasonably assure that ARTWORK is properly maintained and protected, taking into account the instructions of CONTRACTOR as specified in MAINTENANCE MANUAL, and shall reasonably protect and maintain ARTWORK against the ravages of time, vandalism, and the elements, subject to provision of funds by CITY's Mayor and Council for such purposes.
- B. Repairs and restoration: DEPARTMENT shall have the right to determine when and if repairs and restorations to ARTWORK shall be made.

SECTION 18. CONTRACTOR'S ADDRESS

CONTRACTOR shall give written notice to DEPARTMENT of any change(s) in his/her address within five (5) days of such change(s). Failure to do so, thereby causing DEPARTMENT to be unable to locate CONTRACTOR as a result shall be deemed a waiver by CONTRACTOR to any rights under this AGREEMENT.

SECTION 19. TERMINATION OF AGREEMENT

- A. DEPARTMENT, by giving fourteen (14) calendar days written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.
- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall become property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.
- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION, including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.
- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH A of this SECTION.

SECTION 20. RATIFICATION

At CITY's request, CONTRACTOR has begun performance of the services specified herein prior to execution of this AGREEMENT. CITY acknowledges the services previously performed by CONTRACTOR prior to execution, and so ratifies CONTRACTOR's performance of said services since January 18, 2012 to the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT.

SECTION 21. SUCCESSORS & ASSIGNS

This AGREEMENT shall be binding on the parties hereto and their heirs, executors, administrators, successors, and assigns; provided however, that neither this AGREEMENT nor any part hereof, except for monies previously earned and due to CONTRACTOR, may be assigned to anyone without prior written authorization by DEPARTMENT.

SECTION 22. PROHIBITED INTERESTS

- A. CONTRACTOR warrants that s/he has not employed or retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT, to any company or person other than a *bona fide* employee working solely for CONTRACTOR. For breach or violation of this warranty, CITY shall have the right to terminate this AGREEMENT without liability.
- B. CONTRACTOR agrees that, for the term of this AGREEMENT, pursuant to SECTION 9, no member, officer, or regular employee of CITY, during his/her employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or any benefit arising therefrom.

SECTION 23. AUDIT & ACCESS TO RECORDS

CONTRACTOR, including all subcontractors, shall maintain records and other evidence of all expenses incurred this AGREEMENT for a period of three (3) years after the termination date of this AGREEMENT, pursuant to SECTION 9. CITY, or any of its duly authorized representatives, for the purpose of audit and examination, shall have access to and be permitted to inspect all such records and other evidence.

SECTION 24. ENGINEERING CONFORMANCE & PROTECTION OF WORK

- A. CONTRACTOR shall coordinate with PROJECT SITE's architect(s) and/or engineer(s) on all related civil, architectural, structural, mechanical, electrical, and other issues as needed to ensure conformance of ARTWORK, and/or any part thereof, to all professional safety and material standards.
- B. CONTRACTOR shall bear all costs for any reasonable civil architectural, structural, mechanical, and/or electrical requirements, and safety and/or material tests as required by CITY for ARTWORK, and/or any part thereof.

SECTION 25. DISPUTES & REMEDIES

- A. All claims, disputes, and any other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach, shall first be brought to DEPARTMENT'S attention.
- B. All disputes which have not been resolved by mutual agreement between DEPARTMENT and CONTRACTOR shall be reviewed by DEPARTMENT in consultation with AGENCY, wherein CONTRACTOR shall submit a written explanation of all unresolved issue(s) to DEPARTMENT's General Manager. Upon receipt of CONTRACTOR's written explanation and upon consultation with AGENCY's General Manager, within sixty (60) calendar days of receipt of said explanation, DEPARTMENT's General Manager shall render a final decision in writing to CONTRACTOR.
- C. CITY's rights and remedies under this AGREEMENT are in addition to any other rights and remedies provide by law.

SECTION 26. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

CONTRACTOR, subcontractors, and subcontractor principals performing work under any CITY contract valued at \$100,000 or more and that requires approval of elected CITY official(s), are obligated to comply fully with CITY's Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office positions. Additionally, CONTRACTOR is required to provide and update certain information with CITY as specified by law. Any contractor subject to CITY Charter Section 470(c)(12) shall include the following notice in any subcontract in which the subcontractor is expected to receive at least \$100,000 to perform work under said subcontract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions: As proved in City of Los Angeles Charter Section 470(c)(12) and related ordinances, you are a Subcontractor under a City of Los Angeles Contract and, pursuant to 470(c)(12), all Subcontractors and Subcontractor Principals under City Contracts are prohibited from making campaign contributions and fundraising for certain elected City officials for candidates seeking elected City office positions, for a term of twelve (12) months after the execution of the City Contract under which you are a subcontractor. Subcontractors are required to provide names and contact information for Subcontractor Principals must be proved to CITY contractor within five (5) business days of the execution of this Subcontract, and Subcontractors must update this information upon any such change during the stated twelve-month term. Failure to comply with 470(c)(12) or related ordinances may result in termination of this City Contract or any other available legal remedies, including fines. Detailed information about these restrictions may

be accessed through the City Ethics Commission's website at <http://ethics.lacity.org/>, or by calling (213) 978-1960. Contractors, Subcontractors, and Subcontractor Principals must comply with these requirements and limitations. Violations of this provision shall entitle the City to terminate this City Contract and pursue any and all legal remedies that may available."

SECTION 27. ENTIRE AGREEMENT

- A. This AGREEMENT shall be executed in four (4) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes fifteen (15) pages and one (1) appendix, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by APPENDIX A, "Standard Provisions for City Contracts (Rev. 03/09)".

SECTION 28. MODIFICATION


No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of CITY.

—SIGNATURE PAGE TO FOLLOW—

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

By


MATTHEW RUDNICK
INTERIM GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

Date

6/25/17

LAURA HULL

344 ANNA MARIA DRIVE, ALTADENA, CA 91001
BTRC NO. 625268

By


LAURA HULL
ARTIST


Date

06.16.14

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, CITY ATTORNEY

By


KIMBERLY MIERA
DEPUTY CITY ATTORNEY

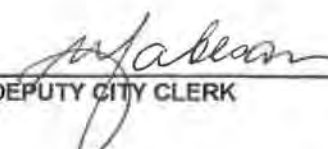
Date

7-7-14

ATTEST:

HOLLY L. WOLCOTT, INTERIM CITY CLERK

By


DEPUTY CITY CLERK

Date

07/09/2014

C-124195



CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: March 30, 2012

TO: **Mayor Antonio R. Villaraigosa**
Attention: Cary Gross, City Hall, Third Floor

Mail Stop 370

FROM: **Olga Garay-English, General Manager**
Department of Cultural Affairs

Mail Stop 380

SUBJECT: **PERSONAL SERVICES CONTRACT WITH LAURA HULL,**
HOLLYWOOD POOL AND BUILDING

Transmitted herewith for your approval is a copy of the proposed Personal Services Contract between the City of Los Angeles and Laura Hull.

The Department of Cultural Affairs respectfully requests that your office approve this Personal Services Contract to have public art designed, fabricated and installed at the Hollywood Pool and Building according to the City's Percent for Art policy for public works projects. The Hollywood Pool and Building is located in Council District 13.

The contract term is from **January 18, 2012 to January 17, 2015.**

The funds originate from **Prop K funds, Fund 302, Department 89, Account 460K HF.**

The funding contact person is **Cathie Santo Domingo, Department of Public Works, 213.473.5895, cathie.santodomingo@lacity.org.**

Laura Hull is located at **2415 S. Santa Fe Ave., #9, Los Angeles, CA 90058.**

The contract amount is not to exceed **\$16,400.**

Laura Hull uses **Business Tax Registration Certificate Number 0000625268-0002-3.**

Laura Hull is a **One-Person Contractor.**

The following describes the application and standard artist selection process and procedures for public art projects. Four artists were selected from the pre-qualified artist roster and asked to prepare site-specific proposals for the Hollywood Pool and Building. These artists presented their designs to a selection panel comprised of professional artists, a community representative, a representative of Recreation and Cultural Facilities, two representatives of the Hollywood Pool, and the project architect. Laura Hull was selected to receive the commission based on the quality, artistic merit and appropriateness of her proposal, as well as for the professionalism of her research and presentation.

Laura Hull does not employ any employees or officials of the City of Los Angeles. To the best of our knowledge, this Department has complied with all City procedures and applicable laws and policies relative to the awarding of this contract. Laura Hull is a one-person contractor and, therefore, is exempt from the Living Wage Ordinance.

In accordance with Executive Directive #3, the Department of Cultural Affairs respectfully requests that you approve and authorize the General Manager of the Department of Cultural Affairs to execute the contract on behalf of the City, subject to the review and approval of the City Attorney as to form and legality.

If you have any questions, please call Dee McMillin at 213.202.5552. Thank you.

OG:dm

dm

Facil

case

ey

Laur

0150-09749-0000

TRANSMITTAL

TO
The Cultural Affairs Department
The City Attorney

DATE
JUL 26 2012

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Personal Services Contract with
Laura Hull for Public Art**

Approved and transmitted for further processing.
See the City Administrative Officer report attached.


MAYOR

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: 07-20-12	C.D. No.	CAO File No.: 0150-09749-0000
Contracting Department/Bureau: The Department of Cultural Affairs		Contact: Dee McMillin (213)202-5552	
Reference: Request from Mayor's Office dated April 3, 2012			
Purpose of Contract: Public Art at the Hollywood Pool and Building			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: January 18, 2012 through January 17, 2015	
Contract/Amendment Amount: \$16,400			
Proposed amount \$16,400 + Prior award(s) \$0 = Total \$16,400			
Source of funds: Department of Public Works, Proposition K – Fund 302, Dept 89, Account 460K HF			
Name of Contractor: Laura Hull			
Address: 2415 South Santa Fe Avenue #9, Los Angeles, CA 90058			
	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: 100%			
			*N/A = not applicable ** Contracts over \$100,000

COMMENTS

The Department of Cultural Affairs (Cultural Affairs) requests the authority to execute a contract with Laura Hull to design, fabricate and install public art to enhance the Hollywood Pool and Building located in Council District 13. The contract term is from January 18, 2012 through January 17, 2015. The term is retroactive to January 18, 2012 because, at the request of Cultural Affairs, the Contractor started the art work. Section 18 of the contract, titled Ratification, contains language acknowledging the services performed prior to the execution of this agreement. The total contract amount is not to exceed \$16,400. Funding for this contract will be provided by the Department of Public Works, Proposition K Bond Fund Program (Fund 302, Department 89, Account 460K HF).

A Request for Qualifications (RFQ) to establish a Pre-Qualified Artists Roster was issued to 600 artists of all media types. Applicants were required to submit images of past work, a personal statement and a resume. A selection panel comprised of art professionals and representatives from Cultural Affairs reviewed the submissions and selected 19 qualified artists from the RFQ. Of that group, four artists proceeded on to the Request for Proposals (RFP) phase. The RFP required each artist to present their qualifications and proposed designs for the project. A final selection panel comprised of the project architect, art professionals, representatives from the Hollywood Pool, representative from the Recreation and Cultural facilities and community representatives evaluated

 kh	 Analyst	0150-09749-0000	 Assistant CAO	 City Administrative Officer
-------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------	-----------------	-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

the proposals and selected Laura Hull based on the presentation, quality and artistic merit, and appropriateness of past work.

As stipulated in the contract, Laura Hull shall be paid in accordance with the terms as described in Section 9, Request for Payment and Remuneration. The payment terms are summarized below:

- 25% after approval of conceptual design plans, preliminary work plan and cost estimate;
- 40% after approval of final design development plan, construction drawings, and final work plan and budget by the Cultural Affairs Commission;
- 20% after final inspection and approval of fabricated artwork by Cultural Affairs; and,
- 15% after final inspection and approval of installed artwork and upon acceptance by Cultural Affairs and issuance of the Notice of Final Acceptance.

In accordance with the Los Angeles Administrative Code, Section 10.5(a), City Council approval is not required because the proposed term of the contract will not exceed three years. The proposed contract must be reviewed by the City Attorney as to form.

RECOMMENDATION

That the Mayor authorize the General Manager of the Department of Cultural Affairs to execute a contract in an amount not to exceed \$16,400 with Laura Hull, to design, fabricate and install public art at the Hollywood Pool and Building, subject to the review by the City Attorney as to form. The term of this contract is retroactive to January 18, 2012 through January 17, 2015.

FISCAL IMPACT STATEMENT

There will no additional impact on the City's General Fund as a result of executing this contract between the City and Laura Hull. The funding for this contract will be provided for by the Department of Public Works, Proposition K Bond Fund Program (Fund 302, Department 89, Account 460K HF). Funding for this contract is consistent with the City's Financial Policies, in that one-time revenues will be used to support this one-time program.

REQUEST FOR CONTRACT APPROVAL

TO: THE OFFICE OF THE CITY ATTORNEY
FROM: CULTURAL AFFAIRS, PUBLIC ART, Paul Pescador 213.202.5523
DATE: 03/10/15

The attached contract is a proposed agreement between the City and Laura Hull and is hereby submitted for the City Attorney's approval as required by the City Charter.

The maximum amount of the contract is \$ 16,400.

The term of the contract is from 1/18/2012 thru 1/17/2016.

Authorization to enter into this contract has been given by:

- City Council (Council File No. _____)
- Commission (Board of _____)
(Report No. _____)
- General Manager or other City Officers: _____
- CAO and Mayor (CAO No. 0150-09749-0000)

Please attach a copy of any authorizing resolution, reports, etc.

Funding for this contract has been provided in the:

- Annual Budget
- Separate Council appropriation on _____
- Board or Commission Action on _____

Selection of this contractor was by:

- Competitive bids
- Request for Proposals (RFP)
- Other (Please explain fully) _____

Award is to:

- Lowest and best responsible bidder; best responsible proposer
- Other (Please explain fully on separate attachment)

(continued on reverse side)

Bid Bond

- Posted-amount \$ _____ Waived
 Not required (Explain) _____

Performance Bond

- Posted-amount \$ _____ Waived
 Not required (Explain) _____

Bid Modifications

The bid, proposal, or offer:

- has not been modified by contractor
 has been modified by contractor as follows:

In the event any of the following documents or statements have not been received or approved please explain the basis for not requiring compliance from the contractor.

- Affirmative action plan approved by the Office of Contract Compliance on _____, 200__. Expires on _____.
- n/a** South African Business Contacts Statement provided and approved.
- n/a** Declaration for Contractor compliance with the City's Employment and Training Policy (JTPA).
- n/a** Minority/Women and Other Business Outreach Program statement provided and approved.
- Declaration of Contractor's compliance with the City's Child Care Policy has been provided and approved.
- Risk Manager approved insurance requirements on _____, 200__.
- The proposed contract was submitted to the Mayor's Office in accordance with Executive Directive No. 3 and was approved by the CAO and the Mayor on **July 26, 2012** (CAO Report No. **0150-09749-0000**)



Department Authorized Signature

Appendix A
Standard Provisions for City Contracts

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PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

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

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. 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 shall survive expiration or termination of this Contract.

PSC-21. 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,

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

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

PSC-24. 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 coverages 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 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC _____	Statutory _____
	EL _____	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	

___ General Liability _____

<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	

___ Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work) _____

___ Professional Liability (Errors and Omissions) _____

___ Property Insurance (to cover replacement cost of building – as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

___ Pollution Liability _____

___ Surety Bonds – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price

___ Crime Insurance _____

Other: _____

LAURA HULL

344 Anna Maria Drive, Los Angeles, CA 91001 213 500 7208
lhull@sbcglobal.net
www.laurahullphotography.com

EDUCATION

Claremont Graduate University, Claremont, CA - MFA
Assistant Registrar for the Claremont Galleries

DePauw University, Greencastle, IN - BA
GLCA New York Arts Program, New York, NY
GLCA Year in Athens Program

Apprenticeships
Joan Campbell, Fremantle, West Australia
Gutte Eriksen, Hundested, Denmark
Howardena Pindell, New York, NY

SELECTED SOLO EXHIBITIONS

In Retrospect, Burton Gallery, Solana Beach, CA
Recent Work, AIA Gallery, Los Angeles, CA
Listening, Craig Krull Gallery, Los Angeles, CA
Poem, Craig Krull Gallery, Los Angeles, CA
Inside/Out, Claremont Graduate University, Claremont, CA

SELECTED GROUP EXHIBITIONS

Tree Service, Domestic Setting, Los Angeles, CA
Femme Fatale, LA Forum, Storefront for Art and Architecture, Los Angeles, CA
Out of the Box, Armory Gallery, Armory Center for the Arts, Pasadena, CA
Breaking Boundaries, Biggin Gallery, Auburn University, AL
Whispers, Shouts and Cheers, Mount St. Mary's College, Los Angeles
Light: Emerging Los Angeles Photographers, Pasadena Museum of California Art,
California Tan Corporate Office, Los Angeles CA
Art Out of the Box, DNFA Gallery, curator Jay Belloli, Pasadena, CA
New Los Angeles Photography, LA French Consulate, curator Louis Stern, Los Angeles, CA
3 X 3, Jan Baum Gallery, Los Angeles, CA
White Out, Libra Gallery, Claremont Graduate University, Claremont, CA
Invitational, Tucson Museum of Art, Tucson, AZ
Group Show, Kay Bonfoey Gallery, Tucson, AZ

Tucson Invitational, Scottsdale Center for the Arts, Scottsdale, AZ

Tucson Ceramic Art, Mathews Center, Tempe, AZ

Group Show, Pima College, Tucson, AZ

TEACHING

Otis College of Arts and Design, Photography Instructor

Tucson Museum of Art School, Ceramics Instructor

GRANTS

Artists-In-The-School Grant – California

Artists-In-The-School Grant – Arizona

PUBLIC / PRIVATE COMMISSIONS

Hollywood Recreation Center and Pool; photographic ceramic mural; Awarded by Los Angeles Dept. of Cultural Affairs (in progress), Hollywood, CA

Photographers for Public Artwork, Architecture, and Cultural Events, Awarded by Los Angeles Dept. of Cultural Affairs

Chateau des Fleur, book commission, Studio William Hefner , Los Angeles, CA

10lb. Bar, Montage Hotel, Beverly Hills, CA

RW Ranch, photography installation, Linda Cherry Design, Redondo Beach, CA

PUBLIC SERVICE

Board Member, Animation Bank (Museum/Cultural Center), Glendale, CA

Moderator, Panel Discussion: *Investing in Architecture*, Harvard Business School, Los Angeles

LA City Walk, sponsored by *LA Architect*, co-coordinator, Los Angeles

Lecture Series for ASID (American Society of Interior Designers), Los Angeles

Lecture Series, LA Mart, Los Angeles

Juror: Annual International Furniture Competition, Los Angeles

Juror: Department of Cultural Affairs, Los Angeles Fire Department (pre-qualification), Los Angeles

PROFESSIONAL EXPERIENCE

Laura Hull Photography (current)

Fine art commissions, architectural and interiors photography for design professionals and publications

Regional Editor, Meredith Corp. (*Better Homes & Gardens*) (current)
Production, art direction, writing, styling for over 400 major articles.

City Editor, *Metropolitan Home Magazine*
Production, photography, writing for 13 years

Editor-in-Chief, *LA Architect*
Full editorial responsibility for bi-monthly AIA supported magazine

PHOTOGRAPHY WORK APPEARS IN (Magazines):

Traditional Home Magazine
LUXE Magazine
Angeleno Magazine
Living etc. (England)
LA Times
German Vogue
Brazil Vogue
Ideat (French)
New York Times
United Airlines Magazine
California Home and Design
California Home
Casaviva (Colombia)
Metropolitan Home Magazine

PHOTOGRAPHY WORK APPEARS IN (Books):

Hearth and Home: Rooms That Tell a Story
California Home: Studio William Hefner
Brilliant: White in Design
An Ever-Widening Circle: The Ceramic Artistry of Helen Jean Taylor
20 Private Wohnräume (Germany)
Residence (China)