

AMENDMENT NUMBER SIX
TO
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY & DAVIS SERVICES OPERATIONS, INC.
FOR
INDEPENDENT QUALITY ASSURANCE/QUALITY CONTROL
AND DISTRIBUTION SERVICES FOR
DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS
AND OBLIQUE AERIAL DIGITAL IMAGERY

This Amendment Number Six is entered this 1st day of December, 2016 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Dewberry & Davis Services Operations, Inc., a New York corporation ("hereinafter Contractor") and amends that certain Agreement for Independent Quality Assurance/Quality Control and Distribution Services for Digital Ortho Imagery, Digital Terrain Models and Oblique Aerial Digital Imagery, dated March 30, 2006, as amended by any Change Notices and Change Orders thereto, Amendments Number One through Four dated August 15, 2006, Amendment Number Two dated March 26, 2008, Amendment Number Three dated March 8, 2011, Amendment Number Four dated December 3, 2013, Amendment Number Five dated November 16, 2016, and this Amendment Number Six (hereinafter, as amended, "Agreement").

WHEREAS, County and Contractor entered into the Agreement, which was approved by County's Board of Supervisors and executed by the County's Chief Information Officer ("CIO") on March 30, 2006; and

WHEREAS, the Agreement was amended by Amendment Number One, approved by County's Board of Supervisors on August 15, 2006, to increase the Maximum Contract Sum and revise Statement of Work; and

WHEREAS, the Agreement was further amended by Amendment Number Two, approved by County's Board of Supervisors on March 26, 2008, to increase the Maximum Contract Sum and extend the Contract Term; and

WHEREAS, the Agreement was further amended by Amendment Number Three, approved by County's Board of Supervisors on March 8, 2011, to increase Maximum Contract Sum and revise the Statement of Work; and

WHEREAS, the Agreement was further amended by Amendment Number Four, approved by County's Board of Supervisors on December 3, 2013, to increase the Maximum Contract Sum, extend the Term of the Agreement and revise the Statement of Work; and

WHEREAS, the Agreement was further amended by Amendment Number Five, executed by the Chief Executive Officer ("CEO") pursuant to the Board's delegated authority on November 16, 2016, to transfer the administration of the Agreement from the CIO to the Internal Services Department ("ISD"); and

WHEREAS, unless extended, the Agreement shall expire on December 2, 2016; and

DECEMBER 2016

WHEREAS, the parties now wish to further amend the Agreement to, among other things, extend its term in order to allow for the continuation of the services being performed under the Agreement and to increase correspondingly the Maximum Contract Sum under the Agreement; and

WHEREAS, the County's Board of Supervisors, on November 22, 2016, authorized and delegated authority to the Director of ISD to further amend the Agreement to extend the term for an additional one year period and six (6) one-month option extension periods and to increase the Maximum Contract Sum by \$400,000.

NOW, THEREFORE, in consideration of the foregoing, and pursuant to Paragraph 6 (Changes to Agreement) of the Agreement, Contractor and County hereby agree to amend the Agreement as follows:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. The Term of the Agreement is extended until and through one (1) year period and up to six (6) months from the effective date of this Amendment Number Six. The one-month extensions shall be exercised by County automatically unless County provides Contractor with a thirty-day notice of its election not to exercise the next remaining one-month extension options.
3. As a result of changes to the lead membership of Contractor's Project Team, Paragraph 4.3.4 of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 4.3.4 to read as follows:

4.3.4 The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved by County in the following roles:

<u>Name</u>	<u>Title</u>
Phillip Thiel	Project Director
Elise MacPherson	Project Manager
David Maune	ASPRS Certified Photogrammetrist
Josh Novac	Orthophoto/DTM QA/QC Team Leader
Steven Wood	Project Surveyor CA PLS
Dan Bubser	Product Generation Team Leader

4. Paragraph 8.2 (Maximum Contract Sum) of the body of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 8.2 (Maximum Contract Sum) to read as follows:

8.2 **MAXIMUM CONTRACT SUM.** The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services, optional work and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed Two Million Six Hundred Thousand Four Hundred Sixty Eight (\$2,600,468), which includes required deliverables optional work, as further specified in Exhibit C (Price and Schedule of Payments), unless modified by a duly authorized Amendment under the provisions of Paragraph 6 (Change Notices and

Amendments).

5. Paragraph 12 (Notices) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 12 (Notices) to read as follows:

- 12. NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Internal Services Department
County of Los Angeles
9150 E. Imperial Hwy, Mail Stop 46
Downey, CA 90242
Attention: Susana Ortega, ASM II
Telephone: (562) 940-3079
E-mail: sortega@isd.lacounty.gov

with a copy to:

Office of the County Counsel
County of Los Angeles
350 S. Figueroa Street, Suite 700
Los Angeles, CA 90071
Attention: Victoria Mansourian
Principal Deputy County Counsel
Telephone: (213) 808-8775
E-mail: vmansourian@counsel.lacounty.gov

To Contractor:

Dewberry & Davis Services Operations, Inc.
8401 Arlington Boulevard
Fairfax, Virginia 22031-4666
Attention: Phil Thiel
Telephone: (703) 849-0182
E-Mail: pthiel@dewberry.com

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

6. Paragraph 13.2.1.1 (Evidence of Coverage and Notice to County) of Exhibit A (Additional Terms and Conditions) is deleted in its entirety and replaced with revised Paragraph 13.2.1.1 (Evidence of Coverage and Notice to County) to read as follows:

13.2.1.1 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
County of Los Angeles
9150 E. Imperial Hwy, Mail Stop 46
Downey, CA 90242
Attention: Susana Ortega, ASM II
E-mail: sortega@isd.lacounty.gov

7. Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with revised Exhibit B (Statement of Work), attached hereto as Attachment 1 and incorporated herein by reference.
8. Exhibit C (Price and Schedule of Payments) of the Agreement is amended to include Exhibit C (Price and Schedule of Payments) for services to be provided by Contractor during the extended term of the Agreement pursuant to this Amendment Number Six, attached hereto as Attachment 2 and incorporated herein by reference.
9. Except as provided in this Amendment Number Six, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

/

/

/

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment Number Six to be entered into on the day, month and year first above written.

**COUNTY OF LOS ANGELES:
INTERNAL SERVICES DEPARTMENT**

Yolanda Young
Signature
Yolanda Young
Name
Division Manager
Title
Dec. 1, 2016
Date

**CONTRACTOR:
DEWBERRY & DAVIS SERVICES OPERATIONS, INC.**

Phillip J. Thiel
Signature
Phillip J. Thiel
Name
Senior Vice President
Title
November 30, 2016
Date

Digitally signed by Phillip J. Thiel
DN: cn=Phillip J. Thiel, o=Dewberry
Consultants LLC, ou=GTS,
email=pthiel@dewberry.com, c=US
Date: 2016.11.30 16:02:05 -05'00'

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Victoria Mansourian
VICTORIA MANSOURIAN
Principal Deputy County Counsel