

FIRST AMENDMENT TO AGREEMENT NO. 19-3676
BETWEEN THE CITY OF LOS ANGELES AND
BERGMAN DACEY GOLDSMITH PLC (BERGMAN)

This First Amendment to Agreement No. 19-3676 is made and entered into by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners ("the City"), and Bergman Dacey Goldsmith ("Consultant").

WHEREAS, the City entered into Agreement No. 19-3676 with Bergman Dacey Goldsmith, for professional legal services for real estate matters; and

WHEREAS, the General Conditions did not include insurance requirements for Commercial General Liability and Harbor Risk Management has assessed and required Commercial General Liability Insurance;

NOW, THEREFORE, the parties agree that:

Section II (H) "Professional Liability Insurance" is replaced by the following:

H. Professional Liability Insurance and Commercial General Liability Insurance

Outside Counsel is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Outside Counsel certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One

Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Except as provided herein, all other terms and conditions of Agreement No. 19-3676 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 19-3676 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Date: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Board Secretary

THE CITY OF LOS ANGELES,
A municipal Corporation

Date: _____

By _____

Print Name and Title

BERGMAN DACEY GOLDSMITH PLC

Date: October 20, 2020

By Gregory M. Bergman
Gregory Bergman, Partner

APPROVED AS TO FORM

11/10, 2020
MICHAEL N. FEUER, City Attorney

By Janna Sidley
JANNA SIDLEY, General Counsel