



# COMMUNITY DEVELOPMENT COMMISSION

## County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

Gloria Molina  
Yvonne Brathwaite Burke  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich  
Commissioners

**Carlos Jackson**  
Executive Director

October 14, 2003

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**LANDSCAPE ARCHITECTURE SERVICES AGREEMENT FOR FLORENCE AVENUE  
STREETSCAPE PROJECT (1, 2)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the design phase of the Florence Avenue Streetscape Project on Florence Avenue from Central Avenue in the unincorporated Second Supervisorial District, to Mountain View Avenue in the unincorporated First Supervisorial District and the City of Huntington Park is exempt from the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.
2. Approve the award of a two-year Agreement for Professional Services between the Community Development Commission and Melendrez Design Partners (the Consultant), presented in substantially final form, to complete landscape design, prepare plans and perform other related work for the project described above; authorize Executive Director to use for this purpose \$336,000 in Community Development Block Grant (CDBG) funds allocated to the First and Second Supervisorial Districts; and authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

3. Authorize the Executive Director to negotiate and execute amendments to the Agreement with the Consultant, to extend the time of performance for up to one year to complete the design phase, and assist with the bid and construction phases of the project, using a total of \$241,000 in CDBG funds allocated to the First and Second Supervisorial Districts, contingent upon satisfactory completion of the design phase and approval as to form by County Counsel.
4. Authorize the Executive Director to use a total of \$100,000 in CDBG funds allocated to the First and Second Supervisorial District, for unforeseen costs related to all phases of the project described above, and to execute all related documents.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to award a two-year landscape architecture services Agreement to prepare designs and perform other related work for the improvement of Florence Avenue, and to authorize amendments to the Agreement to enable the Consultant to provide a full scope of architectural services through completion of construction.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The initial design phases will be funded with \$224,000 in CDBG funds allocated to the First Supervisorial District and \$112,000 in CDBG funds allocated to the Second Supervisorial District.

Following negotiations with the consultant, the contract may be extended for one year, to include additional design, and bid and construction oversight phases. CDBG funds allocated to the First Supervisorial District in the amount of \$161,000, and allocated to the Second Supervisorial District, in the amount of \$80,000 will be approved for this purpose through the annual budget.

A 17 percent contingency, consisting of \$67,000 from the First Supervisorial District and \$33,000 from the Second Supervisorial District will be set aside for unforeseen costs for all phases.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Florence Avenue is a major east-west commercial thoroughfare that passes through the communities of Florence, Walnut Park, and Huntington Park. The Florence Avenue Streetscape Project will extend along an approximately 2.2 mile length of Florence Avenue, from Central Avenue in the unincorporated Second Supervisorial District, to Mountain View Avenue in the unincorporated First Supervisorial District and the City of Huntington Park.

The project will improve the Florence Avenue commercial corridor by constructing and repairing curbs, gutters and sidewalks, adding green space, and installing street furniture

and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses. The improvements will be completed in five phases, as described below.

### Phase I and II

The proposed Agreement will provide landscape and architecture services under Phase I (Data Collection and Conceptual Design) and Phase II (Design Development). These phases will include site analyses, outreach and data collection, traffic and pedestrian studies, engineering studies, the schematic and design development of the streetscape, community outreach, and other related work. The fee for these phases is \$336,000.

### Phase III, IV, V

At the successful completion of the above phases, the Commission will negotiate fees with the Consultant for a not-to-exceed amount of \$241,000 to complete Phase III (Construction Documents), Phase IV (Bidding) and Phase V (Construction Administration). The final phase will include construction document preparation, plan check submittals, bid review, and construction observation. The entire scope of the project, including all five phases, will not exceed a total of \$577,000, exclusive of contingency.

The streetscape improvements are being federally funded, and are subject to the requirements of the Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) program implemented by the County of Los Angeles. Should the Consultant require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN/GROW Program who meet the firm's minimum qualifications for the open positions. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

The Agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION:**

This project is exempt from the provisions of NEPA pursuant to 24 CFR Part 58, Section 58.34 (a)(1) because it involves design activities that will not have a physical impact or result in any physical changes to the environment. It is also exempt from the provisions of CEQA pursuant to State CEQA Guideline 15061 (b)(3), because CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS:**

On February 1, 2002, the Commission initiated a Request for Qualifications (RFQ) process to procure a qualified landscape architecture consulting firm to provide services for this project. Notices of the RFQ were mailed to 185 landscape architecture and urban design firms identified from the Commission's vendor list. Announcements also appeared in nine local newspapers and on the County Web Site. Forty-four RFQs were requested and distributed.

Ten firms submitted Statements of Qualifications (SOQ) by the deadline of March 1, 2002. The SOQs were evaluated according to the RFQ requirements by a review panel consisting of Commission staff and representatives from the Los Angeles County Department of Public Works. The panel interviewed the top four firms on April 11, 2002. Following the interviews, the panel recommended that the Commission enter into fee negotiations with Melendrez Design Partners.

Due to the complex nature and variables of the proposed improvements, the fee negotiations were unusually protracted. Additionally, fee negotiations were placed on hold to enable the Commission to assist the County in completing and submitting grant applications to the Metropolitan Transportation Authority by the March 31, 2003, deadline to secure funding for the construction phase of the project.

In May 2003, a fee and agreement for services was reached, and the Commission is recommending Melendrez Design Partners to provide the landscape architectural and other services described herein. The Summary of Outreach Activities is provided with this letter as Attachment A.

**IMPACT ON CURRENT PROJECT:**

The Florence Avenue Streetscape Project will serve to meet national CDBG objectives for the elimination of blight, increasing safety and contributing to the long-term economic viability of the area.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

Attachments: 2

## ATTACHMENT A

### Summary of Outreach Activities

#### Request for Qualifications (RFQ) for Landscape Design Services

On February 1, 2002, the Community Development Commission initiated the following Request for of Qualifications (RFQ) to identify interested firms to provide landscape architecture services for the Florence Avenue Streetscape Project.

#### A. Newspaper Advertising

Beginning February 1, 2002, announcements of the RFQ appeared in nine local newspapers, four of which are minority publications.

Dodge Construction News	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
La Opinion	Wave Community Newspapers
Long Beach Press Telegram	

An announcement was also posted on the County Web Site.

#### B. Distribution of RFQs

The Commission's vendor list was used to mail out the RFQ to 185 landscape architecture and urban design firms, of which 132 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 44 RFQ packages were requested and distributed.

#### C. Statements of Qualifications (SOQs)

On March 1, 2002, a total of 10 firms submitted SOQ's, of which six identified themselves as minority or female-owned.

#### D. Review of SOQs

Between March 1, 2002 and April 10, 2002, a review panel of Commission and the Los Angeles County Department of Public Works personnel reviewed the SOQ's and ranked each firm independently. The review panel selected the following top-ranked firms to be interviewed: Melendrez Design Partners, Ah'be, NUVIS, and Gruen and Associates.

On April 11, 2002, the review panel and representatives from the County Department of Public Works interviewed the top-ranked firms and the proposed sub consultants.

Following the interviews, the review panel recommended that the Commission enter into fee negotiations with Melendrez Design Partners.

Melendrez Design Partners was invited to submit a fee proposal based on the scope of work outlined in the original RFQ, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee is \$577,000.

F. Participation of Minorities and Women – Selected Landscape Architect

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Melendrez Design Partners (Landscape Architect)	Female	Total: 31 11 minorities 17 women 35% minority 55% women

SUBCONSULTANTS

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Quatro Design Group (Architect)	Minority	Total: 22 20 minorities 8 women 91% minority 36 % women
Mollenhauer Group (Civil Engineer)	Non-Minority	Total: 49 17 minorities 10 women 35% minority 21% women
Meyer Mohaddes Associates (Traffic Engineer)	Minority	Declined to provide information
Arellano Associates (Outreach Consultant)	Female	Total: 5 3 minorities 4 women 60 % minority 80 % women
Cusick Consulting (Art Consultant)	Female	Total: 1 0 minorities 1 women 0% minority 100% women

G. Minority/Women Participation –Interviewed Firms that were not selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Ah'be	Minority	Total: 11 6 minorities 7 woman 55% minority 64% women
NUVIS	Minority	Total: 27 6 minorities 10 women 21% minority 35% women
Gruen and Associates	Minority	Total: 55 36 minorities 23 women 65% minority 42% women

H. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
AGA Design Group	Non-Minority	Total 21 7 minorities 4 women 33% minorities 16% women
Osborn Olea	Non-Minority	Total 11 5 minorities 2 women 45% minorities 18% women
Withers Sandgren	Female	Total 9 0 minorities 9 women 0% minorities 100% women

Studio 3 Architects	Minority	Total	15
			10 minorities
			3 women
			67% minorities
			20% women
Freedman Tung & Bottomley	Non-Minority	Total	9
			4 minorities
			5 women
			36% minorities
			45% women
Lawrence R. Moss & Associates	Non-Minority	Total	15
			6 minorities
			6 women
			40% minorities
			40% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission. The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.



**FLORENCE AVENUE STREETScape PROJECT**

**Agreement for Professional Services  
Between  
The Community Development Commission  
of the County of Los Angeles  
And  
Melendrez Design Partners**

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## **SECTION 1.0 RECITAL**

This Agreement is made and entered into this \_\_\_\_ day of October 2003 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**Commission**" and Melendrez Design Partners, hereinafter called "**Consultant**."

## **SECTION 2.0 PURPOSE**

The purpose of this Agreement is to allow the Commission to procure consultant services for urban planning and landscape design for development and implementation of the Florence Avenue Streetscape Project. Florence Avenue is a major east-west commercial thoroughfare that passes through the communities of Florence, Walnut Park in unincorporated areas of Los Angeles County and Huntington Park. The Florence Avenue Streetscape Project will extend along an approximately 2.2 mile length of Florence Avenue, from Central Avenue in the Second Supervisorial District, east to Mountain View Avenue in the First Supervisorial District and the City of Huntington Park (Attachment A).

The Project will improve the Florence Avenue commercial corridor by constructing and repairing curbs, gutters and sidewalks, adding green space, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses.

## **SECTION 3.0 TERM**

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for a period of two (2) years from the notice to proceed unless sooner terminated or extended in writing as provided herein. The Consultant shall work in accordance with the established project schedule (Attachment B).

## **SECTION 4.0 CONSULTANT RESPONSIBILITIES**

Upon the request of the Commission's Contracting Officer or designee, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the responsibility of the Consultant.

### **Section 4.1 SCOPE OF WORK**

#### **ALL PHASES**

##### **Section 4.1.1 General**

- a. This Agreement provides for the programming, conceptual design, schematic design, design development, construction documents, plan check, bidding assistance, and construction administration assistance phases.
- b. Review all applicable codes and development standards including but not limited to planning, building, accessibility fire, and Department of Public Works of the County of Los Angeles

(hereinafter "DPW") Divisions of Building and Safety, Traffic and Street Lighting, and Watershed Management with special attention paid to the standard specifications, landscape materials, street trees, and other items required by each of the agencies having jurisdiction in the streetscape corridor and surrounding area.

- c. During all phases of the project, attend meetings with the staff of the Commission, DPW and other entities, as necessary, for the coordination, development and review of the Project's progress.
- d. Telephone consultation with Commission will occur throughout the life of this Agreement.
- e. **Deliverable:** Arborist Report

## **PHASE I**

### **Section 4.1.2 Survey and Base Plans**

- a. Document existing physical conditions including but not limited to structures, street trees, lighting, driveways, bus stops, drainage inlets, street furniture, signage, topography, soils, vegetation, sun, wind and acoustics. An investigation of the existing context, including the adjacent off-site context, should pay particular attention to scale, adjacent building colors, textures, materials, finishes, pedestrian and vehicular circulation patterns, security, landscaping, signage, shading devices, lighting, drainage, finish grades and accessibility features.
- b. Photograph existing conditions.
- c. Conduct field review, tract map, as-built plan research, and base plan discussions with DPW and Commission.
- d. Research site information (Community history, future DPW or other public projects, etc.)
- e. Certified Survey and Base Plan Production - Survey project area to obtain necessary information to prepare base plans including but not limited to topography, as-built structures, centerlines, curbs, utilities, fire hydrants, property lines, sidewalk, street trees, drainage, lighting, pavement slopes, etc.
- f. Denote all necessary utility relocations and coordinate with the respective utility companies to ensure base map accuracy.
- g. Identify any repairs to sidewalk, curb and gutter, curb ramps, driveway aprons, pavement, drainage, street lighting, and lighting for crime prevention.
- h. Provide an aerial survey to compile visible planimetric features at a scale of 1 inch = 20 feet. Spot elevations and one foot contours will be compiled. This work will include research for street centerline monuments and ties to perpetuate the County right-of-way lines and to provide horizontal and vertical control on the pre-mark aerial targets to be used for aerial photo controls. In addition to planimetric features, such as curbs, gutters, sidewalk, trees, manholes, valves, vaults, fire hydrants, electroliers, building lines, etc., the aerial compilation will provide all lane stripping, pedestrian crossing and other traffic delineations for use by the traffic consultant as an accurate base map for design.

To accurately locate and determine the slope of the street along Florence Avenue, sixteen aerial targets will be horizontally and vertically controlled by Global Positioning Satellite System (GPS) which will control all of the aerial photo models for accurate compiling of line work. Digital orthophotography will also be included.

- i. Field supplemented work will photo identify and update the aerial database map. This scope of work is extensive from research to final base map drawing and is required to provide an

accurate base map for design within the mapping limits. The Consultant will prepare the final survey base map and civil base maps drawings.

- j. Prepare field survey elevations for intersections, street medians, curb extensions or narrowing and other related design work requiring field elevation accuracy of 0.01 foot.
- k. The Consultant will conduct research to locate street utilities and incorporate this information in the aerial database map.
- l. **Deliverable:** Surveyed base plans

### **Section 4.1.3                      Traffic Study**

Study and report on existing traffic patterns to help determine during the design phase what traffic related elements are necessary for safe, smooth pedestrian and vehicular traffic.

**Deliverable:** Traffic Study.

### **Section 4.1.4                      On-Street Parking Analysis**

Complete an on street parking analysis that identifies the current parking patterns and serves as a basis for determining adjustments that would enhance current parking situation and add to the overall design of this Project.

**Deliverable:** Parking Study.

### **Section 4.1.5                      Pedestrian and Intersection Lighting Analysis**

Using field measurements and as-built plans, calculate the current lighting levels to determine if they meet code requirements. Deficient lighting areas shall be upgraded to code with the goal of reusing the existing utility pole locations and lighting equipment. Lighting plans will need to include service locations, conduits, conductors, light fixture location and type as required by DPW.

**Deliverable:** Street lighting analysis

### **Section 4.1.6                      Public Art Component**

The Consultant will conduct selection process to identify an artist who will design the public art component for the Project. The solicitation of approximately 15 artists will include local artists from the Florence Avenue community. The selection of an artist will be based on criteria developed jointly by the Consultant, including the Commission, DPW, First and Second Districts Board offices, the Los Angeles County Arts Commission and other affected parties. The Consultant will coordinate the identification of a selection panel to short-list qualified artists and to conduct interviews with the qualified artist(s). The Consultant will also assist in developing the separate artist contract with the Commission.

### **Section 4.1.7                      Conceptual Design**

- a. The Consultant will conduct conceptual design session with Commission team members.
- b. Based on 4.1.1 through 4.1.6, prepare conceptual studies.
- c. Complete an arborist's report.

- d. Complete an “Issues and Opportunities” Analysis.
- e. Generate a comprehensive program which identifies every element of the Project based on the Consultant’s own experience for the design of Streetscape Projects, from site visits, the Consultant’s research and input from community, First Supervisorial District staff, Commission staff and other relevant parties.
- f. Prepare at least two different concept designs which shall incorporate recommendations from the previously mentioned affected community members, Supervisorial District representatives, Commission team members, and agencies having jurisdiction, and shall include items such as pedestrian lighting, street trees, planters, sidewalk patching and extensions, street furniture, banners, enhanced paving areas, handicapped ramps, signage, public art, entry monument(s), neighborhood / community identification signage, and/or other appropriate design responses. Traffic calming measures shall be explored including bulbouts, and various parking and traffic flow configurations and the need for traffic lights at key intersections. The consultant will also explore the need for and feasibility of a pedestrian crossing at the MTA stop. The Concept Plans will show locations for public art.
- g. Prepare graphic materials that support each scheme and present the concept designs to the Commission’s team, including diagrams, photographs, plans, elevations, sections, and perspective sketches to describe the character of the two schemes.
- h. Provide conceptual construction cost estimates for both designs.
- i. Discuss schemes and results of community meetings with Commission’s project team to begin focusing the design into a single solution that will be developed during the next phase of the project.
- j. Review solutions with DPW to determine what engineering studies will be required.
- k. **Deliverables:**
  - 1. Two Concept Design Plans
  - 2. Community Meeting Presentation Boards and Handouts
  - 3. Conceptual Cost Estimates

## **PHASES I & II**

### **Section 4.1.8 Public Outreach**

- a. Prepare for community meeting(s) and review agenda with project team.
- b. The Consultant will conduct a Public Participation Program which will inform community stakeholders and public-at-large of the beautification effort along Florence Avenue. The Consultant will solicit ideas and comments from the community about the Project’s design, reflect these ideas and comments, to the fullest degree possible and appropriate in the design. Engage the public in commenting upon the Consultant’s design proposals.
- c. The Public Participation Program will consist of:
  - 1. Preparation of a community database and mailing list in MicroSoft Access to identify all of the merchants along Florence Avenue in the Project area and significant institutions and organizations within a half-mile radius of the project corridor. These would include: education facilities, recreation and entertainment venues, health facilities, transportation entities, churches and other organizations affected by this Project. The Consultant will obtain existing contact lists from the County and then supplement these lists with original research.



2. One-on-One Stakeholder Meetings: Prior to and in preparation for the community meetings, the Consultant will conduct up to 10 meetings with key stakeholders in the Project area to identify key issues and specific concerns about the Project for the Consultant to take under consideration in the course of designing the Project and preparing for the community meetings.
  3. Public Notification: The Consultant will distribute public notices of community meetings through existing channels, such as: the First and Second District Board offices, local newspapers and publications, ethnic media and any other proven methods of communication for the area.
  4. Four community meetings as follows:
    - i. Concept Design phase: Two (2). This includes one meeting in each Supervisorial District.
    - ii. Design Development phase: Two (2). Both of these meetings will be joint meetings to craft a uniform design for the entire corridor. The first meeting will feature a formal presentation of a design that incorporates and integrates feedback from the two community meetings held during the previous phase. The Consultant will obtain addition feedback from the community. The second meeting will feature a formal presentation of the final design.
    - iii. For each of the community meetings, the Consultant will provide planning and implementation support including: scheduling, notification, agendas, professional interpreters and logistical support.
- d. **Deliverable:** Community database, meeting notices, meeting agendas, sign-in sheets, community finding report.

## PHASE II

### Section 4.1.9 Design Development

- a. Revise and refine one Schematic Design, incorporating comments from Project team and the community.
- b. Update construction cost estimate.
- c. Complete selection of artist.
- d. Coordination / project management with Commission and team members.
- e. Prepare for community meeting; review agenda with project team.
- f. Conduct community meeting, presenting revised schematic design.
- g. Make design refinements, incorporating input and changes desired by the community and approved by the Commission. All elements of the design (architectural, plant selection and irrigation, civil, furniture selection, finishes, colors, lighting, paving design, signage, traffic pattern, parking) shall be drawn to scale and defined at this time.
- h. Incorporate art component.
- i. Prepare for community meeting and review agenda with project team.
- j. Conduct Community meeting, presenting final design.
- k. Submit final design and outline specifications to Commission's project team.
- l. Incorporate Commission's design comments, quality control, and constructibility comments into all subsequent submittals.
- m. **Deliverables:**
  1. Draft Design Development Plans including public art component.

2. Final Design Development Plans including public art.
3. Revised Statement of Probable Construction Cost (SPCC).
4. Presentation Materials for Community Meetings – two meetings.
5. Outline specifications.

### **PHASE III**

#### **Section 4.1.10 Construction Documents**

- a. Based upon final design, prepare construction documents including plans and specifications, in format approved by the Commission and DPW.
- b. Hardscape construction plans shall include demolition, existing items to remain and new construction.
- c. Include Street lighting plans and wiring diagrams.
- d. Include Irrigation Plans.
- e. Include Landscape and Planting Plans.
- f. Include Details.
- g. Updated cost estimate to be itemized at completion of design development, construction documents, and plan check approval phases. Assist and coordinate with DPW during Plan Check process
- h. Revise construction documents as necessary to assist DPW obtain approvals and permits from all governmental agencies having jurisdiction.
- i. Submit construction documents for plan check, and permit coordination with governmental departments and utility companies having jurisdiction including but not limited to DPW, Los Angeles County Fire Department, Department of Regional Planning of Los Angeles County, local or regional water authority, Southern California Edison, Southern California Gas and Telephone.
- j. Deliverables:**
  1. 50% Construction Documents & Specifications – two sets
  2. 90% Construction Documents & Specifications – two sets
  3. 100% Construction Documents & Specifications – two sets
  4. Final electronic copy of plans and specifications to the Commission in format acceptable by the Commission (generally, latest version of MS Word for specifications and latest version of AutoDesk's AutoCAD for drawings).
  5. Final SPCC.

### **PHASE IV**

#### **Section 4.1.11 Bid Phase**

- a. Finalize Bid Package including Commission's standard Division 1 specifications.
- b. Review bid package, incorporating Commission's design comments, quality control, and constructibility comments.
- c. Pre-Bid Conference, answer inquiries through the Commission.
- d. Prepare any required addenda to the bid package.
- e. Attend Bid Opening.
- f. Review bids and make award recommendation to the Commission.
- g. **Deliverable:** Addenda.

## **PHASE V**

### **Section 4.1.12 Construction Administration Assistance**

- a. Attend pre-construction conference with awarded contractor held by the DPW.
- b. Support the Commission by participating in clarification process (Answer Requests for Information regarding Plans and Specifications).
- c. Review submittals and proposed substitutions with Commission and DPW, specifically those relating to the aesthetic quality, color, and materials selection, in order to support the Commission in maintaining the integrity of the design concept.
- d. Field Observation - approximately twice monthly, check on and submit written report to the Commission on the overall progress including soil preparation, installation of irrigation system, planting of street trees and shrubs, installation of street furniture.
- e. Review special features.
- f. Continue attendance at monthly Commission team progress meeting, as required.
- g. Perform final field observation prior to maintenance period.
- h. Participate in punch list inspections with Commission team; prepare written punch list for the Commission.
- i. Participate in final inspection with Commission team.
- j. Project close out.
- k. ***Deliverables:***
  1. Field Observation Reports
  2. Response to Requests For Information (RFI's)
  3. Punch list
  4. Project Close Out

### **Section 4.2 Design Within Funding Limits**

The Consultant will provide a cost estimate at the completion of Schematic Design, Design Development and outline specifications, 50% Construction Documents and Specifications as well as 90% Construction Documents and specifications (Plan Check submittal) and 100% Construction Documents and Specifications. At that time, if the scope of work proposed exceeds the planned construction budget, the Commission may either reduce the scope of work to fit the planned construction price through value engineering, with the assistance of the Consultant, or the Commission may increase the planned construction budget to construct the full scope of work.

### **Section 4.3 Standard of Care**

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent landscape architects engaged in landscape architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and Commission by this Agreement. Consultant covenants to design the Project and produce the necessary documents, and to further the

interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

#### **Section 4.4 Value Engineering**

Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the Project when cost estimates exceed the construction budget by more than 5% so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs. Failure by Consultant to comply with such obligation under circumstances in which Consultant knew or reasonably suspected the existence of such alternatives shall constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Contractor's cost reduction alternatives into the Work.

#### **Section 4.5 Reproduction of Final Documents**

The Consultant shall provide 1 (one) set of reproducible drawings and 2 (two) sets of blueprints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies and 1 (one) complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes in such form as may be necessary. The cost of reproducing these documents shall be included in the Consultant's basic fee.

#### **Section 4.6 Changes Required**

The Consultant shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Consultant shall make all reasonably requested changes in the drawings and specifications based upon Commission's review of the progress submittals.

#### **Section 4.7 Project Schedule**

Consultant shall work in accordance with the established Project Schedule in Attachment B.

### **SECTION 5.0 CONSULTANT'S PERSONNEL AND SUBCONSULTANTS**

The Consultant's employees and subconsultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The

Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Deborah Murphy  
Peter Hao

Project Manager  
Project Designer

Subconsultants:

Quatro Design Group  
Mollenhauer  
Meyer Mohaddes  
Arrellano Associates  
Cusick Consulting

Architect  
Civil Engineer  
Traffic Engineer  
Outreach Consultant  
Public Art Consultant

### **Section 5.1 Independent Consultant**

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

### **Section 5.2 Successor and Assignment**

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

### **Section 5.3 Employees of Consultant**

Worker's Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment.

The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

#### **Section 5.4 Subcontracting**

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

### **SECTION 6.0 RESPONSIBILITIES OF THE COMMISSION**

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- c. The Commission's designated representative and Contracting Officer authorized to act in its behalf with respect to the Project shall be:

Geoffrey Siebens, Architecture and Development Manager  
Construction Management Division  
2 Coral Circle  
Monterey Park, 91755

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.
- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.

- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project(s).

**SECTION 7.0 RELEASE OF NEWS INFORMATION**

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

**SECTION 8.0 CONFIDENTIALITY OF REPORTS**

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

**SECTION 9.0 COMPENSATION; CONTRACT TYPE AND PAYMENT – NOT-TO-EXCEED**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **\$336,000** for Phases I and II, and should the Commission in its sole discretion require Consultant to perform Phases III, IV, and V, Consultant shall receive at most, an additional **\$241,000** for such, for a total maximum not-to-exceed amount of **\$577,000**; however, as set forth below, said maximum amount may be reduced and shall be subject to negotiation and confirmation in writing following completion of Phases I and II.

<u>Service</u>	<u>Invoice Maximum Amount of Fee</u>
<b>Phase I</b>	
Data Collection:	
Survey and Base Plans	\$ 68,947
Traffic Study	7,640
On-street Parking Analysis	2,240
Pedestrian and Intersection Lighting Analysis	5,240
Public Outreach	49,000
Artist Selection	11,950
Conceptual Design	87,466
Reimbursable Expenses	4,774
Coordination Meetings	<u>4,000</u>
Subtotal	\$241,257
<b>Phase II</b>	
Design Development	70,743
Public Outreach	<u>24,000</u>
Subtotal	\$ 94,743
<b>Phase III</b>	
Construction Documents	\$214,550
<b>Phase IV</b>	
Bidding	\$ 5,250
<b>Phase V</b>	
Construction Administration Assistance	\$ 21,200

**Total**

**\$577,000**

- a. These amounts include the cost of all services including without limitation those of the subconsultants identified in Section 4.0, above.
- b. The Consultant's fee for basic services and an additional amount of \$4,774 identified above is understood to include complete compensation for reimbursable expenses.
- c. The Consultant is also entitled to an additional \$4,000 identified above to attend coordination meetings with the Commission and other entities.

## **SECTION 10.0 PERFORMANCE OF PHASES III, IV, AND V**

### **Section 10.1 Initial Contract Award**

The initial compensation will be for Services performed during Phases I and II as defined in Section 4.1, Scope of Work and Section 9.0, Compensation: Contract Type and Payment – Not-to-Exceed.

### **Section 10.2.1 Commission's Option to Award Phase III, IV, and V Services**

The Commission reserves the right to exercise its option, at its sole discretion, to require the Consultant to complete Phase III, IV and V services for a scope of work and compensation amount to be negotiated at the end of Phase II.

### **Section 10.2.2 Proposal**

After the completion of Phase I and II services, and prior to award of Phase III, IV and V services, the Consultant shall submit to the Commission a revised proposal and fee for Phases III, IV and V services setting forth a revised scope and fee for these services based on the development and clarification of the design and scope of work during Phases I and II. The Consultant will include with its revised proposal and fee a written statement explaining its basis and will, at a minimum, include:

- a) A list (by sheet number, issuance date, and last revision date) of the Design Development Documents, approved by Commission, which comprise the basis for preparation of the scope of work and fee estimate.
- b) The revised fee for each phase and the total of all three phases (III, IV, V), including a complete statement of any exceptions, qualifications, allowances, or exclusions. This will be the sole and complete compensation to Consultant for its services.

### **Section 10.2.3 Commission Review**

Consultant shall meet with Commission to review its revised proposal. If the Commission directs the Contractor, in writing, to perform Phase III, IV and V services, compensation for these services will be incorporated into this Agreement by amendment.

The Consultant agrees that the compensation for Phase III, IV and V services will not exceed \$241,000, for a total maximum compensation of \$577,000. The additional funding will be subject to



verification and renegotiation upon completion of Phase II when the scope of these services will be known.

Should Commission elect not to exercise its option to award Phase III, IV and V services to Consultant, Commission may, at its sole discretion, terminate this Agreement with payment for Phase I and II services only.

#### **Section 10.2.4 Execution of Amendment**

Upon approval by Commission of the revised scope of work and fee for Phases III, IV and V, Commission and Consultant shall execute an amendment. Upon execution of amendment, Consultant's obligations to perform these services shall be governed by the terms and conditions of this Agreement and other Contract Documents as modified by the terms of the amendment.

By executing this Agreement and the amendment, Consultant will be deemed to have acknowledged that it had ample opportunity to carefully study, analyze, and revise the scope of work and fee estimate and is satisfied that the services described in Section 4.1, as modified by amendment, can be performed to meet the requirements without exceeding the agreed upon fee and contract time as described in this Agreement and the amendment.

### **SECTION 11.0 COMPENSATION ADJUSTMENTS**

There shall be no adjustments to compensation except as authorized by 1) Commission's election to exercise, by amendment, its option to award Phase III, IV and V services as described in this Section; or 2) by amendment as specified in Section 39.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

### **SECTION 12.0 NOTICE TO PROCEED**

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

### **SECTION 13.0 PAYMENT SCHEDULE**

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other

termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

#### **SECTION 14.0 SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

#### **SECTION 15.0 CONFLICT OF INTEREST**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

#### **SECTION 16.0 COMMISSIONSHIP OF DOCUMENTS**

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of Commissionship and use of these documents and materials. The Consultant shall retain a record copy for its own files.

#### **SECTION 17.0 INDEMNIFICATION**

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

#### **SECTION 18.0 INSURANCE**

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant.

- B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.
- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles, or coverage for "any auto".
- D. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and

shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Firm to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

## **SECTION 19.0 COMPLIANCE WITH LAWS**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

### **Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973**

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

### **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

### **Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)**

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, Title VI and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **SECTION 20.0      SUSPENSION AND TERMINATION**

### **Section 20.1 Suspension**

20.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.

20.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contacting Officer.

20.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.

20.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

20.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.

20.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the other party.

## Section 20.2 Termination for Convenience of the Commission

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.
- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

### Section 20.3 Termination for Cause and / or Default

This Agreement may be terminated by the Commission upon **10 days'** written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- a. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- b. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- c. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- d. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- e. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

### Section 20.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the

Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and/or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### Section 20.5 Consultant Responsibility and Debarment

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.

The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to subconsultants of the Consultant.



## **SECTION 21.0 REMEDIES**

- a. The rights and remedies of the Commission provided for under this contract are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

## **SECTION 22.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract

and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

### **SECTION 23.0 CERTIFICATION REGARDING LOBBYING**

Consultant and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by Consultant shall fully comply with the requirements set forth in said County Code. The Consultant must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Consultant will comply with the County Code.

Failure on the part of the Consultant and or Lobbyist to fully comply with County Lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and the Consultant shall be liable for civil action.

Furthermore, the Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

### **SECTION 24.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

### **SECTION 25.0 DRUG FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

### **SECTION 26.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such

provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **SECTION 27.0 INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

### **SECTION 28.0 WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this contract.

### **SECTION 29.0 COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

### **SECTION 30.0 AGREEMENT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

### **SECTION 31.0 ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-

ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 29.0 "Consultant's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Post L.A.'s Most Wanted Parents List

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

#### **SECTION 32.0 ACCESS AND RETENTION OF RECORDS**

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

#### **SECTION 33.0 COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this contract.

#### **SECTION 34.0 PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

### **SECTION 35.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

### **SECTION 36.0 NOTICES**

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: LAUREN MELENDREZ  
Melendrez Design Partners  
617 South Olive Street - #110  
Los Angeles, CA 90014

Commission: CORDE CARRILLO, Director  
Economic / Redevelopment Division  
Community Development Commission  
2 Coral Circle  
Monterey Park, CA 91755-7425

### **SECTION 37.0 GAIN/GROW**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

### **SECTION 38.0 SAFELY SURRENDERED BABY LAW**

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will

also encourage its Subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

**SECTION 39.0 CONFLICT OF INTEREST**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

**SECTION 40.0 AMENDMENTS**

This Agreement may be modified by written amendment, duly executed by both parties. Any acceptable additional scope of work shall be negotiated on a lump sum basis.

**SECTION 41.0 ENTIRE AGREEMENT**

This Agreement, including the attachments listed below consists of **XX** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Project Area Map
- B. Project Schedule
- C. Consultant Hourly Billing Rates and Reimbursable Expenses
- D. Firm's Ethnicity Composition
- E. Vendor's Equal Employment Opportunity Certification
- F. County Lobbyist Certification
- G. Federal Lobbyist Certification
- H. CBE Program Qualifications Declaration
- I. District Attorney's Child Care Compliance
  - 1. Principal Owner Information Form
  - 2. Child Support Compliance Program Certification
- J. Jury Service Application Form
- K. Safely Surrendered Baby Law and Poster
- L. Internal Revenue Service Notice 1015

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

**COMMISSION**

**COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC**

**BY:**

\_\_\_\_\_

**CARLOS JACKSON**

**Title: Executive Director**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**APPROVED AS TO PROGRAM:**

\_\_\_\_\_

**CORDE CARRILLO, Director**

**APPROVED AS TO FORM:  
LLOYD W. PELLMAN**

**County Counsel**

**By:**

\_\_\_\_\_

Deputy

**CORPORATE SEAL**

**CONSULTANT**

**MELENDREZ DESIGN PARTNERS**

**License No.** \_\_\_\_\_

**BY:**

\_\_\_\_\_

**Title: President**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**BUSINESS ADDRESS**

\_\_\_\_\_

\_\_\_\_\_

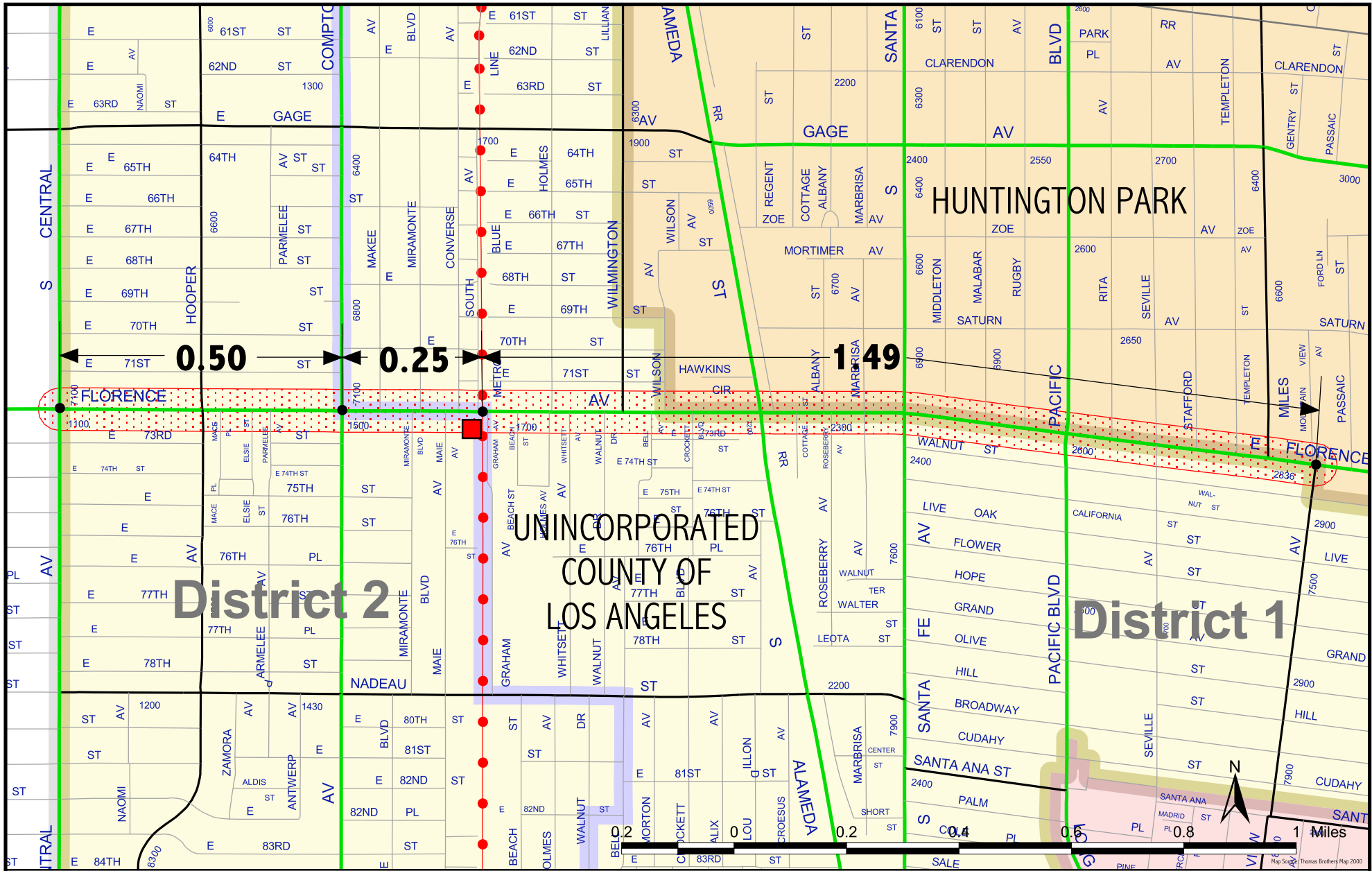
\_\_\_\_\_

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

## **ATTACHMENTS**



**Project Area Map - Attachment A**



# Florence Avenue Pedestrian Improvements

Project Sponsor: Los Angeles County  
Department of Public Works

SECOND DISTRICT		FIRST DISTRICT	
0.50 mi	Central to Compton	1.49 mi	Graham to Mountain View
0.25 mi	Compton to Graham	0.25 mi	Compton to Graham
0.75 mi	Total	1.74 mi	Total
<b>TOTAL LENGTH</b>		<b>TOTAL LENGTH</b>	
2.24 mi		Central to Mountain View	

- Pedestrian Improvement Project Area
- Metro Blue Line
- Metro Station
- Highway
- Primary Road
- Secondary Road
- Minor Street
- Supervisorial District Boundary
- County Areas
- Unincorporated Area
- Incorporated Area

Map Source: Thomas Brothers Map 2000

**Project Schedule - Attachment B**





## Hourly Rates - Attachment C

### Melendrez Design Partners

Principal	\$ 185.00
Senior Associate	140.00
Associate	130.00
Senior Design Staff	100.00
Design Staff	85.00
Administrative	80.00
Clerical	75.00

### Quatro Design Group

Principal	\$ 150.00
Design Director	125.00
Project Manager	100.00
Senior Designer	90.00
Project Architect	90.00
Job Captain	80.00
Designer	65.00
Administrative	50.00

### Mollenhauer Group

Principal	\$ 168.00
Project Manager	139.00
Senior Project Engineer	131.00
Assistant Engineer	102.00
Project Assistant	62.00
Administrative	55.00

### Arellano Associates

Principal	\$ 165.00
Coordinator	88.00
Clerical	50.00

### Meyer Mohaddes Associates

Principal	\$ 170.00
Project Manager	120.00
Senior Designer	110.00
Designer	80.00
Associate TE	75.00
Clerical	50.00

### Cusick Consulting

Principal	\$125.00
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**Firm's Ethnicity Composition - Attachment D**

**FIRM'S ETHNICITY COMPOSITION**

The following information is for statistical purposes only. If you will be utilizing subcontractors on the job, please copy and forward this document to them for completion also.

I DECLINE TO RELEASE THIS INFORMATION AT THIS TIME.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TITLE

(\* ) Is your firm declared to be of Minority or Woman Ownership? YES  
If yes, please indicate Minority Group: Woman Owned

(\*\* ) Is your firm recognized as Disadvantaged by the U.S. Small Business Administration? YES

Please give the minority status of all your employees.

TOTAL NUMBER OF EMPLOYEES: 26  
TOTAL NUMBER OF MINORITIES: 10  
TOTAL NUMBER OF WOMEN: 11  
TOTAL NUMBER OF NON-MINORITIES: 16

PERCENT OF MINORITIES: 46.2% PERCENT OF WOMEN: 42.6%

Melendrez Design Partners  
COMPANY NAME

\_\_\_\_\_  
TITLE

(\* ) To qualify as a Community Business Enterprise (CBE), at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals. CBE firms must also be a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation or other business. Minority groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Americans and other minorities.

(\*\* ) Disadvantaged Businesses (DBE) are firms determined to be economically and socially disadvantaged by the U.S. Small Business Administration under Section 8 (A) of the Small Business Act, as amended (A5 U.S.C. 637 (A)) or any successor Federal statute. Non-profit organizations must also provide the minority/women composition of its Board of Directors.

**Vendor's Equal Employment Opportunity Certification - Attachment E**

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**Melendrez Design Partners**  
Vendor's Name

617 South Olive Street, 11<sup>th</sup> Floor, Los Angeles, CA 90014  
Address

95-4033662  
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Name and Title of Signer: Lauren Melendrez, President

Signature: \_\_\_\_\_



**County Lobbyist Certification - Attachment F**

**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031**

**CERTIFICATION**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

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**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.**

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Lobbyist Certification - Attachment G**

**FEDERAL LOBBYIST REQUIREMENTS**

**CERTIFICATION**

Name of Firm: Melendrez Design Partners Date: September 30, 2003  
Address: 617 South Olive Street, 11<sup>th</sup> Floor  
State: CA Zip Code: 90014 Phone No.: (213) 673-4400

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
  - 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
  - 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.
- 

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Lauren Melendrez Title: President

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CBE Program Qualifications Declaration - Attachment H**

**COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM  
QUALIFICATION DECLARATION**

Non-minority business, in addition to minority, women-owned and disadvantaged business enterprises are requested to complete this form for the purpose of providing statistical information to the Community Development Commission. Please indicate the status of the controlling interest in your firm. Also, please complete the "Firm's Ethnicity Composition" document. Failure to submit these declarations will have no bearing on the award of contracts.

NAME OF FIRM: Melendrez Design partners

**CONTROLLING INTEREST (X APPROPRIATE BOX)**

- |  |   |
|--|---|
| <input type="checkbox"/> BLACK AMERICAN      | <input type="checkbox"/> HISPANIC AMERICAN    |
| <input type="checkbox"/> ASIAN AMERICAN      | <input checked="" type="checkbox"/> FEMALE    |
| <input type="checkbox"/> AMERICAN INDIAN AND | <input type="checkbox"/> OTHER MINORITY _____ |
| <input type="checkbox"/> ALASKAN-NATIVE      | <input type="checkbox"/> NON-MINORITY         |

- (A) BLACK AMERICAN - A PERSON HAVING ORIGINS IN ANY OF THE BLACK RACIAL GROUPS OF AFRICA;
- (B) HISPANIC AMERICAN - A PERSON OF SPANISH OR PORTUGUESE CULTURE WITH ORIGINS IN MEXICO, SOUTH OR CENTRAL AMERICA OR THE CARIBBEAN ISLANDS, REGARDLESS OF RACE;
- (C) ASIAN AMERICAN- A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHWEST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS;
- (D) AMERICAN INDIAN AND ALASKAN NATIVE - A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA;
- (E) OTHER MINORITY - MEMBERS OF OTHER GROUPS, OR OTHER INDIVIDUALS FOUND TO BE ECONOMICALLY AND SOCIALLY DISADVANTAGED BY THE U.S. SMALL BUSINESS ADMINISTRATION UNDER SECTION 8(A) OF THE SMALL BUSINESS ACT, AS AMENDED (A5 U.S.C. 637 (A)) OR ANY SUCCESSOR FEDERAL STATUTE.
- (F) FEMALE
- (G) NON-MINORITY

To qualify as a minority/woman-owned business controlled by one or more of the above-noted groups, at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals.

The undersigned declare that the information contained herein is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**District Attorney's Child Care Compliance - Attachment I-1**

**PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

**To:** Child Support Services Department  
Child Support Compliance Program  
P.O. Box 911009  
Los Angeles, CA 90091-1009

FAX: (323) 869-0343

Telephone: (323) 889-2782

**Contractor or Association Name as Shown on Bid or Proposal:** Melendrez Design Partners

**Contractor or Associated Member Name, if Contractor is an Association:** Lauren Melendrez

**Contractor or Associated Member Address:** 617 South Olive Street, 11<sup>th</sup> Floor, Los Angeles, CA 90014

**Telephone:** (213) 673-4400 **FAX:** (213) 673-4410

**County Department Receiving Bid or Proposal:** The Community Development Commission of the County of Los Angeles

**Type of Goods or Services To Be Provided:** Landscape Architecture

**Contract or Purchase Order No. (if applicable):** \_\_\_\_\_

**Principal Owners:** Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 percent or more in this Contractor.
- II.  Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u>	
			<u>From Contractor</u>	
1.	<u>Lauren Melendrez</u>	<u>President</u>	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

*I declare under penalty of perjury that the foregoing information is true and correct.*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)  
Lauren Meléndrez, President  
 (Print Name) (Title/Position)

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Lauren Meléndrez, hereby submit this certification to the (County Department) Community Development Commission of the County of Los Angeles, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown in bid or proposal) Meléndrez Design Partners, an **independently-owned** or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 617 South Olive Street, 11<sup>th</sup> Floor, Los Angeles, CA is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_  
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or proposal to the County)

**Copy to: Child Support Services Department  
Child Support Compliance Program  
P. O. Box 911009  
Los Angeles, CA 90091-1099  
FAX: (323) 869-0343 Telephone: (323) 889-2782**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Melendrez Design Partners		
Company Address: 617 South Olive Street, 11 <sup>th</sup> Floor		
City: Los Angeles	State: CA	Zip Code: 90014
Telephone Number: (213) 673-4400		
Solicitation For (Type of Goods or Services): Landscape Architecture		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II - Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Lauren Melendrez	Title: President
Signature:	Date:

**No shame.  
No blame.  
No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***





## Notice 1015

(Rev. October 2001)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

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**Notice 1015**  
(Rev. 10-2001)

