COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Commissioners

Carlos Jackson
Executive Director

May 2, 2006

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:

ARCHITECTURAL SERVICE AGREEMENT FOR THE SORENSEN LIBRARY IN WHITTIER AND THE PICO RIVERA LIBRARY IN PICO RIVERA (1)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the award of an Architectural Services Agreement (Agreement) between the Community Development Commission and Carde Ten Architects (Consultant), to provide full architectural services and perform other related work for development of the Sorensen Library, to be located at 11405 Rose Hedge Drive, Whittier; and the Pico Rivera Library to be located in Pico Rivera; authorize the Executive Director to use $2,066,700 in funds transferred from the First Supervisorial District to the Commission for this purpose; and authorize the Executive Director to execute the Agreement and all related documents, to be effective upon execution by all parties, which will not exceed 30 days following the date of Board approval.

2. Authorize the Executive Director to execute all necessary administrative amendments to the Agreement, as well as any amendments to increase the above compensation amount by up to $516,675, following approval as to form by County Counsel, to provide for any unforeseen project costs, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award an Architectural Services Agreement to provide full architectural services, and to perform other related work to develop the Sorensen and Pico Rivera Libraries.

FISCAL IMPACT/FINANCING:

The Agreement will be funded with $2,066,700 in County Project and Facility Development funds approved by the Board on February 7, 2006. The Commission will request Budget Authority through the fiscal year 2006-2007 annual budgeting process.

A 25 percent contingency, in the amount of $516,675 is also being set aside for unforeseen costs using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In September 2005, the First Supervisorial District requested that the Commission provide construction and project management services for development of the Sorensen and Pico Rivera Libraries.

On February 7, 2006, the Board instructed the Chief Administrative Officer to complete and execute funding agreements with the Commission to transfer funds from First Supervisorial District to the Commission for a variety of capital projects in the First Supervisorial District, including funding for development of these libraries.

The local communities have a significant need for library services. Therefore, the Commission wishes to retain the services of the Consultant to provide full architectural services for the development of the Sorensen and Pico Rivera libraries. The Consultant will be responsible for architectural programming, concept design, design development, construction drawings, specifications, construction administration and project close out. The Consultant will also be responsible for obtaining all plan check approvals, assisting with the bid phase to identify a contractor for construction of the libraries, and any other services required to complete the project.

The Agreement shall remain in full force until completion of construction of the libraries, unless terminated in writing.

The Sorensen Library will be located at 11405 Rose Hedge Drive in Whittier. The location of the Pico Rivera Library will be determined during design process.

Should the Consultant require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW)

program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been approved as to form by County Counsel and executed by Carde Ten Architects.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of National Environmental Policy Act pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) & (8) because it involves design activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On September 22, 2005, the Commission initiated a Request for Statements of Qualifications (RFSQs) process inviting interested firms to submit statements of qualifications to provide the needed architectural services. Notices of the RFSQ were mailed to 205 architectural firms identified from the Commission's vendor list. Announcements also appeared in eight local newspapers and on the County WebVen website. Sixty-nine RFSQs were requested and distributed.

On October 20, 2005, seven firms submitted Statements of Qualifications (SOQ). A review panel of Commission personnel evaluated and ranked the SOQs. Carde Ten Architects was selected as the most qualified firm and was invited to submit a fee proposal and enter into negotiations with the Commission, resulting in a mutually agreeable fee of $2,066,700. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The proposed Agreement will provide services necessary to complete design of the proposed libraries.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities
Request for Statement of Qualifications (RFSQs) for Architectural Services

On September 22, 2005, the following Request for Statement of Qualifications (RFSQs) process was initiated to identify the most qualified and experienced architectural firm to provide the necessary services for the development of the Sorensen and Pico Rivera Libraries.

A. Newspaper Advertising

Beginning on September 22, 2005, announcements of the RFSQs appeared in the following eight local newspapers:

Dodge Construction News/Green Sheet
Eastern Group Publication
International Daily News
La Opinion
Los Angeles Sentinel
Los Angeles Times
The Daily News
Wave Community newspapers

The announcement of the RFSQs was also posted on the County WebVen web site. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQs from the Commission.

B. Distribution of Request for Qualifications

The Commission's vendor list was used to mail out the announcement of the RFSQs to 205 architectural firms, of which 155 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, 69 RFSQs were requested and distributed.

C. Statements of Qualifications

On October 20, 2005, a total of seven firms submitted Statements of Qualifications, of which three identified themselves as minority-owned.

D. Review of Statement of Qualifications

From November 2005 to December 2005, a review panel consisting of Commission staff reviewed the Statements of Qualifications and ranked each firm independently. Based on receiving the highest score, Carde Ten Architects was invited to submit a fee proposal and enter into negotiations with the Commission, resulting in a mutually agreeable fee of $2,066,700.

E. Minority/Women Participation - Firm Selected

Name	Ownership	Employees
Carde Ten Architect	Minority	Total: 19 11 minorities 10 women 58% minority 53% women
M-E Engineering, Inc. (Mechanical, Electrical, Plumbing)	Minority	Total: 229 46 minorities 48 women 20% minority 21% women
Brian L. Cochran Assoc. Inc. (Structural Engineers)	Non-Minority	Total: 13 3 minorities 2 women 23% minority 15% women
Henrikson Owen & Associates (Civil Engineering)	Non-Minority	Total: 22 9 minorities 6 women 41% minority 27% women
Construction Specification Services (Specification Consultant)	Minority	Total: 4 3 minorities 2 women 100% minority 50% women
Soltierra LLC (Sustainable/Green Design)	Minority	Total: 1 1 minority 0 women 100% minority 0% women
Katherine Spitz Associates, Inc. (Landscape Architect)	Female	Total: 10 2 minorities 7 women 20% minority 70% women

F. Minority/Women Participation - Firms Not Selected

Name	Ownership	Employees
Caldwell Architects	Non-Minority	Total: 19 14 minorities 10 women 74% minorities 53% women
CO Architects	Non-Minority	Total: 87 46 minorities 32 women 53% minorities 37% women
Fields Devereaux Architect and Engineers	Non-Minority	Total: 170 96 minorities 36 women 56% minorities 21% women
HMC Architects	Non-Minority	Total: 384 334 minorities 181 women 87% minorities 47% women
Manuel Oncina Architects, Inc.	Minority	Total: 9 6 minorities 4 women 67% minorities 44% women
Tetra Design, Inc.	Minority	Total: 22 18 minorities 7 women 82% minority 32% 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 the Agreement is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ARCHITECTURE SERVICES AGREEMENT

Agreement for Professional Services

Between

The Community Development Commission of the County of Los Angeles

And

Carde Ten Architects

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Section 1.0 Recital

This Agreement is made and entered into this _____ day of _____, 2006 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**the Commission,**" and Carde Ten Architects, hereinafter called "**the Consultant**."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Commission to retain the services of the Consultant to provide for the full range of architectural design services, and any other required services required for the expansion, development and construction and/or rehabilitation of libraries located at the northern corner of Broadway Ave and Rose Hedge Drive, Whittier, California; and near the intersection of Mines Avenue and Rosemead Boulevard, Pico Rivera, California.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for the duration of the project, unless sooner terminated in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

Section 4.0 Consultant Responsibilities

Upon the request of the Commission's Contracting Officer or designee, which may include the Director of the Construction Management Division, the Consultant shall complete the work program described in this Agreement for the subject project. The Consultant agrees that all work performed by the Consultant will be the sole responsibility of the Consultant. The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its poor workmanship, including items which are not in compliance with federal, state, county or city laws, regulations and guidelines will be the sole responsibility of the Consultant. See Attachment A for Scope of Work.

Section 5.0 Consultant's Personnel and Subconsultants

The Consultant's employees and subconsultants identified below are considered essential to the Agreement 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 Agreement. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Brian Ten, AIA
Scott Carde, FAIA

Subconsultants:

ME Engineers (Mechanical, Electrical and Plumbing Engineers)
Brian L. Cochran Associates (Structural Engineers)
Henrikson Owen & Associates (Civil Engineers)
Construction Specifications Service (Specification Writing)
Soltierra (Sustainable/Green Consultant)
Katherine Spitz Associates (Landscape Architect)

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 Assignment By Consultant

The Consultant shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Consultant may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Consultant.

Shareholders, partners, members, or other equity holders of the Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an

assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

Section 5.3 Employees of Consultant

Workers' 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 the Consultant receives reports of harassment.

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 authorized to act in its behalf with respect to the Project shall be:

Byron G. Ely, CBO, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

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.

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; Agreement Type and Payment – Not-to-Exceed

See Attachment B.

Section 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, 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 11.0 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 12.0 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 13.0 Source and Appropriation of Funds

The Commission's obligation is payable only and solely from funds appropriated through the Board of Supervisors of the County of Los Angeles 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 14.0 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 15.0 Commission Ownership 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 ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 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 17.0 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 "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' 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 18.0 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. As the compensation under this Agreement is in excess of $100,000, the Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579(h)), 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, 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 19.0 Suspension and Termination

Section 19.1 Suspension

19.1.1 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.

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

19.1.3 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.

19.1.4 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.

19.1.5 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.

19.1.6 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 Consultant.

Section 19.2 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 19.3 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. 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.

C. 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.

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 19.4 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.

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

Section 19.5 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 Agreement. 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 Agreement, 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 20.0 Remedies

a. The rights and remedies of the Commission provided for under this Agreement 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 21.0 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 Agreement, 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 Agreement 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 Agreement 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Commission may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

Section 22.0 Certification Regarding Lobbying

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 23.0 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 24.0 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 25.0 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 26.0 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 27.0 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 Agreement 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 Agreement.

Section 28.0 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 Agreement year.

Section 29.0 Agreement Evaluation and Review

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

Section 30.0 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 this Section 30.0 "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 31.0 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, excepts 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 32.0 Copyright

No report, maps, or other documents produced in whole or in part under this Agreement 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 Agreement.

Section 33.0 Patent Rights

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

Section 34.0 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 35.0 Notices

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

Consultant: SCOTT CARDE, FAIA, Principal
Carde Ten Architects
1639 19th Street
Santa Monica, CA 90404

Commission: BYRON ELY, CBO, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave
Los Angeles, CA 90022

Section 36.0 Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section 37.0 Consideration of GAIN/GROW Participants for Employment

Should the Consultant 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 Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

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 set forth in Attachment D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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 Consultant's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the Charitable Contributions Certification as included in Attachment C – Required Contract Forms, the Commission seeks to ensure that all Commission consultants that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California 9aw commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

Section 40.0 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 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 41.0 Amendments

This Agreement may be modified by written amendment, duly executed by both parties.

Section 42.0 Entire Agreement

This Agreement consists of 23 pages plus Attachments 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. Statement of Work
B. Fee Schedule
C. Required Forms
D. Required Notices

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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:

_____

BYRON ELY, CBO, Director

APPROVED AS TO PROGRAM:

_____

DIVISION DIRECTOR, Contracting Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: Paul T. Hanson

Deputy

CONSULTANT

CARDE TEN ARCHITECTS

License Number C10327

BY: Scott Carde

Scott Carde

Title: PRINCIPAL

Date: 4/4/06

BUSINESS ADDRESS

1638 19th Street

Santa Monica, CA 90404

CORPORATE SEAL

- 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.

ATTACHMENT A

Statement of Work

STATEMENT OF WORK

1.0 Scope of Work

Perform all engineering and design work related to or required for the performance of this Agreement and as itemized below. This may include a civil engineer's survey documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, trees and any other items needed to properly prepare conceptual and technical drawings for the site and building design; geo-technical reports; contracting and coordinating with a furniture, fixture and equipment consultant; landscape design; deputy inspections during construction; and any other consulting services, engineering services and/or inspections required to complete design and construction. Prepare a detailed design schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified below.

ARCHITECTURAL PROGRAMMING PHASE

Solicit programming information from Commission, Commission's representative, proposed user / library operator, and other agents and/or consultant to ascertain design needs, requirements and criteria. Solicit and coordinate with a library consultant to identify needs and to formulate architectural program requirements. This may include, but is not limited to, listing and clarifying staff needs such as offices, storage rooms, restrooms, and all other auxiliary spaces; adjacencies of rooms and spaces to meet the stated program or functional need; user scenarios that show how spaces are used sequentially; site visits of precedent-setting County libraries; and interface with user groups on multiple levels.

Translate programmatic information into bubble diagrams and conceptual design.

DESIGN THROUGH PLAN CHECK

This includes preparing conceptual design, schematic design, design development, working drawings and specifications.

A. Prepare designs, plans, calculations, and specifications for the proposed library, including but not limited to all on-site and related off-site work.

B. Meet with Commission's representatives, proposed user / library operator, and other agents to finalize the design scope of work and intent.

C. Research and review all existing documents and data about the site including any available as-built information.

D. Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the projects design.

E. Perform site investigations to identify below or aboveground structures, underground improvements including but not limited to abandoned and active utilities and any other elements or factors that might affect the project.

F. Prepare and present at least three different conceptual site and building designs.

G. Present the conceptual designs to multiple audiences which may include the Commission, County of Los Angeles Public Library, Department of Public Works, Board of Supervisors' Offices, proposed user / operator, and other agents. This may include attending two community meetings to make presentations to community groups as required.

H. Landscape schemes shall incorporate environmentally responsible, yet easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.

I. Refine one of the conceptual designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from other schemes into one design.

J. Complete design development, construction documents, bidding, and construction administration phases.

K. Complete utility usage / load calculations for water and electrical and size new system appropriately.

L. Design the new project, drawn to scale, in AutoCAD 2005 or a newer version of AutoCAD. Include items such as grading and civil engineering plans; architectural construction drawing and specifications and calculations; all needed building and site consultant drawings including mechanical, electrical, plumbing, and structural; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.

M. Contract with and coordinate with library furniture, fixture and equipment consultant to design and coordinate all furniture, fixture and equipment.

N. Design shall include accessibility improvements required by code.

O. Design shall include new site lighting.

P. Design the project so that the there will be proper drainage and proper interface with existing site features including but not limited to curbs, gutters, driveway aprons, other flatwork, art work, and setback

requirements; new electrical transformer enclosures; trash enclosures; and any other site architectural structures. Coordinate all site utility elements for all site architectural structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.

Q. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.

R. Produce written specifications in CSI 16-division format, including sample Division 1 specifications to be provided by the Commission's Representative.

S. Submit ready for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.

T. **Plan Check:** Prepare all information and documents necessary for plan check. Submit for the Commission's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:
   a. Conceptual phase. Prepare conceptual drawings to submit to public agencies such as Building and Safety, Fire Department, Planning, and other agencies to identify and confirm all building and site requirements upfront.
   b. Schematic phase.
   c. Design Development Phase.
   d. Construction Documents at 50% completion.
   e. Construction Documents at 100% completion. Finally, in nine months from the date the Notice to Proceed is issued submit for plan check to all authorities having jurisdiction over the projects including but not limited to Building and Safety, Fire Department, Public Works landscape review service, DPW Grading and Drainage Division, and local Regional Planning departments. Prepare all calculations and in-person submittals. Complete all required corrections including those of any subconsultants and coordinate corrections among all disciplines. Prepare and make in-person resubmittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

U. **Cost Estimates:** Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design process (see sections 4.2 and 4.4, below). Additionally, prepare an ongoing value-engineering list of items and dollar amounts at each design phase that identifies possible options that may help project stay under budget during design, bid and construction phases. Submit cost estimates in the following format and at the following phases:

a. ***Schematic Design:*** Conceptual lump sum cost estimate based on construction methods, improvement type, use, and size, at the conclusion of schematic design.
b. ***Design Development:*** Detailed, itemized take-off estimate at the completion of design development.
c. ***Construction Documents:*** Updated, detailed itemized take-off estimate at 50% construction documents; and final detailed itemized take-off estimate at 90% complete construction documents phase (plan check submittal).

BIDDING PHASE

A. Prepare bid packages.
B. Attend Pre-bid walk through and answer any questions.
C. Issue addenda, as needed. Prepare responses and answers to questions raised by bidders.
D. Review bids, review and make a determination on all proposed equals (substitutions), and make on recommendation on bids to the Commission.
E. If re-bidding is required, update and revise bid packages as needed for a second bidding.

CONSTRUCTION ADMINISTRATION PHASE

A. **Change Order Analysis***:* Review contractors' change order requests and determine eligibility and reasonableness of items and cost. Counter-sign change orders.

B. **Inspections:** Conduct inspections and provide approval certifications for the work observed. The Architect agrees to retain the services of deputy inspectors or other inspectors but does not assume any responsibility or liability for their work. The Architect is entitled to rely on the inspections and reports of these deputy inspectors or other inspectors. The Architect does not assume liability for any work done by the deputy inspectors or other inspectors.

C. **Construction Administration:** Construction administration, including but not limited to the following various sub-tasks:

1. Attend Pre-Construction Conferences, Change Order negotiation meetings, and weekly on-site construction progress meetings with Contractors, Commission's Representative, and Construction Management Representative.

2. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (14 days), shop drawings (14 days), plant materials (14 days), alternates (14 days), requests for information (14 days), project schedule (7 days), substitutions (14 days), and closeout submittals (14 days). Architect to review and make a determination on all proposed equals, validate the quality of the

proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.

3. Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.

4. Prepare, maintain, and update project minutes each week following each weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, Commission, and other team members as required within three business days of the weekly job site meetings.

5. Coordinate inspection activities with hazardous material removal consultants, if necessary.

6. Conduct inspections to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Commission's Representative.

7. Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.

8. Verify and co-sign progress payments to ensure Contractor is requesting only appropriate amounts for work-in-place.

9. Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Commission's representative.

10. Solicit, review and incorporate changes from the contractor's marked up as-built set into a final as-built set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.

D. **Trouble-shooting:** Trouble-shooting and submission of written solutions to resolve construction defects and disputes.

2.0 Design Within Funding Limits

If the proposed design as bid varies more than 10% above the Commission's budget or more than 10% below the budget, the Consultant will re-design the project to meet the above-named budgetary targets at no cost to the Commission.

3.0 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 architects engaged in 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 Construction 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, and 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.

4.0 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, and to make changes as necessary to keep the estimate within 10% of the currently established construction budget, so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs and the Agreement time. 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 Consultant's cost reduction alternatives into the Work.

5.0 Reproduction of Final Documents

The Consultant shall cause two (2) 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 one (1) complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

Section 6.0 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.

7.0 Project Schedule

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Agreement. Consultant shall provide monthly updates as needed to track design progress, including design consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

ATTACHMENT B

Fee Schedule

FEE SCHEDULE FOR SORENSEN LIBRARY

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 $717,200.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants identified in Section 5.0, above.

Programming (includes testing, surveys, early reports) (10%) $33,950.00
Conceptual Design (10%) $33,950.00
Design Development (15%) $50,925.00
Working Drawings & Specifications (40%) $135,800.00
Bidding (5%) $16,975.00
Construction Administration (20%) $67,900.00

In addition, allowance for library consultant(s), deputy inspections, testing, plan check, building permits, reimbursable items or other required services, subject to Commission review and approval, shall be up to $377,700.00. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the original contract.

Principal Architect: $225.00 per hour
Project Architect/Manager: $150.00 per hour
Staff Architect/Manager: $120.00 per hour
Draftsperson: $100.00 per hour
Clerk: $85.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars ($50,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

FEE SCHEDULE FOR PICO RIVERA LIBRARY

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 $1,349,500.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants identified in Section 5.0, above.

Programming (includes testing, surveys, early reports) (10%) $76,450.00
Conceptual Design (10%) $76,450.00
Design Development (15%) $114,675.00
Working Drawings & Specifications (40%) $305,800.00
Bidding (5%) $38,225.00
Construction Administration (20%) $152,900.00

In addition, allowance for library consultant(s), deputy inspections, testing, plan check, building permits, reimbursable items or other required services, subject to Commission review and approval, shall be up to $585,000.00. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the original contract.

Principal Architect: $225.00 per hour
Project Architect/Manager: $150.00 per hour
Staff Architect/Manager: $120.00 per hour
Draftsperson: $100.00 per hour
Clerk: $85.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars ($50,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

ATTACHMENT C

Required Forms

CHARITABLE CONTRIBUTIONS CERTIFICATION

Corde Ten Architects

Company Name

1638 19th Street Santa Monica, CA 90404

Address

95-4268201

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(✓)	( )

OR

	YES	NO
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

R.S. Corde

Signature

22 March 2006

Date

R.S. Corde

Name and Title (please type or print)

CERTIFICATE OF INDEPENDENT PREPARATION OF STATEMENT OF QUALIFICATIONS (SOQ)

A. The consultant certifies that:

1. The statements in this SOQ have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other builder or competitor relating to:
   a. those statements
   b. those intention to submit an SOQ, or
   c. the methods or factors used to calculate the statements offered;

2. The statements in this SOQ have not been and will not be knowingly disclosed by the consultant, directly or indirectly, to any other consultant or competitor before SOQ due date or contract award (in the case of competitive proposal solicitation) unless otherwise required by law; and

3. No attempt has been made or will be made by the consultant to induce any other concern to submit or not to submit an SOQ for the purpose of restricting competition.

B. Each signature on the SOQ is considered to be a certification by the signatory that the signatory:

1. Is the person in the consultant's organization responsible for determining the statements being offered in this SOQ, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or

2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principal have not participated, and will not participate in any action contrary to subparagraphs (A)(I) through (A)(3) above

   Brian Ten, AIA Principal [insert full name of person(s) in the consultant's organization responsible for determining the statements offered in this SOQ, and the title of his or her position in the consultant's organization];

3. As an authorized agent, does certify that the principals named in the subdivision (B)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and

4. As an agent, has not personally participated, and will not participate- in any action contrary to subparagraphs (A)(1) through (A)(3) above.

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: Carde Ten Architects Date: 10-19-05

2006 MAR 22 AM 9:17

Address: 1638 19th Street, Santa Monica

State: CA Zip Code: 90404 Phone No. : 310-453-4427

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: Scott Carde Title: Principal

Signature: Scott Carde Date: 10-19-05

ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

The consultant certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the consultant's organizational, financial, contractual, or other interests may, without some restriction on future activities.

A. Result in an unfair competitive advantage to the consultant; or

B. Impair the consultant's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

Authorized Official:

Name: Brian Ten Title: Principal

Signature: Date: 10-13-05

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Carde Ten Architects
Vendor's Name

1638 19th Street, Santa Monica, CA 90404
Address

#954268201
Internal Revenue Service Employer Identification Number

GENERAL

The Consultant 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 Consultant further certifies that all subconsultants, suppliers, vendors and distributors with whom the Consultant 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: Brian Ten, Principal

Signature: _____

Community Development Commission of the County of Los Angeles

Organization Information Form

I. **FIRM/ORGANIZATION INFORMATION:** If you will be utilizing subcontractors, please copy and forward this document to them for completion as well. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

FIRM NAME:

Carde Ten Architects

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)_____

Total Number of Employees (including owners): 13

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/ Associate Partner		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						4
Asian or Pacific Islander	1		1	1	3	1
American Indian						
Filipino						
White	1		1	2	2	3

My firm is recognized as a:
☐ Disadvantaged Business ☐ Disabled Veteran Business ☒ Small Business

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/ Latino	Asian or Pacific Islander	Am. Indian	Filipino	White
Men	%	%	51%	%	%	49 %
Women	%	%	%	%	%	%

III. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. I UNDERSTAND THAT THE COMMISSION RESERVES THE RIGHT TO AUDIT THE ABOVE INFORMATION AT ANY TIME AND THAT I WILL NOTIFY THE COMMISSION IF THERE ARE ANY CHANGES IN THIS FIRM'S OWNERSHIP FROM WHAT WAS STATED ON THIS FORM.

Print Authorized Name	Authorized Signature	Title	Date
Brian Ten		Principal	10.19.05

COUNTY OF LOS ANGLES EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal, Statement of Qualifications, or Invitation for Bid) is subject to the County of Los Angeles 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: Carde Ten Architects		
Company Address: 1638 19th Street		
City: Santa Monica	State: CA	Zip Code: 90404
Telephone Number: 310.453.4427		
Solicitation For (Type of Goods or Services): Architectural Services		

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: Brian Ten	Title: Principal
Signature:	Date: 10.19.05

Community Development Commission
County of Los Angeles

Vendor Application

Vendor Number: _____
(Internal office use only)

Dear Vendor: Please complete the requested information as completely as possible and return to:

Vendor List Application
Community Development Commission
Attn: Central Services
2 Coral Circle • Monterey Park, CA 91755-7425
(323) 890-7339

FOR OFFICE USE ONLY
Date: _____
Updated by: _____

Please complete a separate application for each company.

Name of Company: Carde Ten Architects

Contact Person: Brian Ten and Scott Carde

Company Address: 1638 19th Street, Santa Monica, CA 90404
Street City Zip+4

Billing Address/Remit To: (if different) _____
Street City Zip+4

Phone Number: (310) 453-4427 FAX Number: (310) 453-5515

☒ Federal I.D. ☐ Social Security No. ☐ State Non-Profit No. (Section 501(c)(3)): _____
(Attach a copy of State Non-Profit Certification)

TYPE OF BUSINESS (check all applicable)

☒ Corporation ☐ Manufacturer ☐ Partnership ☐ Distributor ☐ Contractor ☐ Consultant ☐ Individual ☐ Broker

OWNERSHIP CLASSIFICATION (check all applicable)

☒ Small Business
☐ Disabled Veteran
☐ American with Disabilities
☐ Disadvantaged Business
☐ Utility Agency
☐ Government Agency
☐ Native American
☐ Asian American
☐ Hispanic American
☐ African American
☐ Woman Owned
☐ Non-Minority
☐ Other Minority
Specify _____

Have you met qualifications as a Section 3 Vendor? ☐ Yes ☒ No

PRODUCTS/SERVICES PROVIDED

Please review the attached Vendor Commodity Codes List and select the codes which apply to the type(s) of product(s) and/or service(s) provided by your company.

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
1. PR002	Architects	8.	
2.		9.	
3.		10.	
4.		11.	
5.		12.	
6.		13.	
7.		14.	

THE INFORMATION PROVIDED IS HEREBY CERTIFIED AS CORRECT BASED ON FACTS AVAILABLE AS OF THIS DATE

Signature _____ Title Principal Date 10.19.05

(Application is NOT valid, unless signed and dated)

VENDOR-AP (10/98)

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Carde Ten Architects

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1638 19th Street

Requester's name and address (optional)

City, state, and ZIP code
Santa Monica, CA 90404

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
9 5 4 2 6 8 2 0 1

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 10.19.05

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT D

Required Notices

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://caag.state.ca.us/**, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**, and statewide, the *California Association of Nonprofits,* **http://www.canonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

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

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.**

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.

Cat. No. 20599I

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

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.

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.

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.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.