COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Commissioners

January 6, 2009

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:

APPROVE ARCHITECTURAL SERVICES CONTRACT FOR LENNOX LIBRARY REFURBISHMENT PROJECT (DISTRICT 2) (3 VOTE)

SUBJECT

This letter recommends approval of an Architectural Services Contract with Osborn Architects to prepare construction documents and perform other related work for the Lennox Library Refurbishment project, located at 4359 Lennox Boulevard in unincorporated Lennox.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of an Architectural Services Contract for the Lennox Library Refurbishment project is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action is not defined as a project under CEQA.

2. Approve the award of an Architectural Services Contract (Contract) with Osborn Architects (Consultant) for the Lennox Library Refurbishment project located at 4359 Lennox Boulevard in unincorporated Lennox; authorize the Acting Executive Director to use $84,575 in Second District Capital Project funds allocated for this purpose; and authorize the Acting Executive Director to execute the attached Contract and all related documents, to be effective upon execution by all parties.

3. Authorize the Acting Executive Director to increase the Contract amount up to $16,915, using the same source of funds, to provide for any unforeseen project costs, and to execute all necessary administrative amendments to the Contract following approval as to form by County Counsel.

PURPOSE/JUSTIFICITION OF RECOMMENDED ACTION

The purpose of this action is to award an Architectural Services Contract to prepare construction documents and perform other related work for the Lennox Library Refurbishment project.

FISCAL IMPACT/FINANCING

On June 16, 2008, the Board of Supervisors approved the transfer of $1,121,740 to the Commission for costs relating to the planning, development and refurbishment of the Lennox Library. This funding consists of $981,740 of Second District Capital Project funds and $140,000 of Office of Affirmative Action funds. These funds have been incorporated into the Commission's Fiscal Year 2008-2009 budget, and $84,575 of the funds has been allocated for this Contract. A 20 percent contingency, in the amount of $16,915, is being set aside for any needed, unforeseen services, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Lennox Library is located at 4359 Lennox Boulevard in unincorporated Lennox. The refurbishment project will improve the Lennox Library with the following scope of work: installation of new railings at the existing entrance ramp and new accessible rear entrance; new signage and book drop; replacement of windows, window frames, wood trim, headers, mullions, sills and jams; cleaning of exterior bricks on exterior of the building as well as repair or replacement in-kind of existing door frames, roof soffits, and fascia boards; installation of new railings at exterior concrete steps; modification of lower window openings to accommodate more bookshelves while maintaining the exterior windows on the exterior; modification of existing restroom for ADA compliance; re-configuration of existing staff work room and kitchen area; re-arrangement of furniture and shelving; installation of new drinking fountains; new acoustical ceiling tiles, energy efficient light fixtures, and mechanical registers; new flooring and base; exterior and interior painting of the library; and all associated lead and asbestos abatement work.

The attached Contract with the Consultant provides for construction document preparation, preparation of plan check submissions and corrections, and assistance during the bidding and construction administration phases.

Should the Consultant require additional or replacement personnel during the term of the Contract, 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 Contract has been approved as to form by County Counsel and executed by the Consultant.

CONTRACTING PROCESS

On May 15, 2008, the Commission initiated a Request for Statement of Qualifications (RFSQ) process to procure the most qualified architecture and engineering consulting firm to provide services for various Housing Authority and/or Community Development Commission projects. Notices of the RFSQ were mailed to 316 architecture and engineering firms identified from the Commission's vendor list. An announcement also appeared on the County of Los Angeles website. 139 RFSQs were requested and distributed.

29 firms submitted Statements of Qualifications (SOQ) by the June 6, 2008 deadline. A selection panel of Commission staff conducted independent evaluations of the SOQs. Based on staff's threshold and qualifications review, 25 firms were determined to be qualified to provide services. Following its consensus scoring, Commission staff recommended that these 25 firms be placed on a consultant shortlist from which individual firms could be picked to provide services for specific projects. The shortlist was approved by the Acting Executive Director on August 4, 2008.

Two of the firms on the shortlist responded to an invitation to submit formal fee proposals for the Lennox Library Refurbishment project. On November 21, 2008, the Commission and Osborn Architects came to an agreement on a scope of services and a fee of $84,575. The Summary of Outreach Activities is provided as Attachment A.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) because it involves design activities that will not have a physical impact or result in any physical changes to the environment. The action is not subject to the provisions of 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 public viewing during regular business hours at the Commission's main office, located at 2 Coral Circle in Monterey Park.

IMPACT ON CURRENT PROJECT

The proposed Contract will provide services necessary to complete the Lennox Library Refurbishment project. These improvements will serve to enhance the historic character of the building, increase safety, and contribute to the Library's ability to serve the community in the long-term.

Respectfully submitted,

CORDE CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Request for Statements of Qualifications (RFSQ) for Design Services

On May 15, 2008, the following Request for Statements of Qualifications (RFSQ) was initiated to procure the most qualified architecture and engineering firms for various Housing Authority and/or Community Development Commission projects.

A. Newspaper Advertising

Beginning on May 15, 2008, announcements of the RFSQ appeared in the following eight local newspapers:

Dodge ConstructionNews/Green Sheet	Los Angeles Sentinel
Eastern Group Publication	Los Angeles Times
International Daily Public News	The Daily News
La Opinion	Wave Community Newspapers

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

B. Distribution of RFSQs

The Commission's vendor list was used to mail out the RFSQ to 316 architectural and engineering firms, of which 240 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, 139 RFSQs were requested and distributed by the Commission.

C. Pre-submittal conference

On May 22, 2008, a total of 77 firms attended a mandatory pre-submittal conference to address questions about the SOQ format, submittal requirements and scope of various projects.

D. Statements of Qualifications (SOQs)

On June 6, 2008, a total of 29 firms submitted SOQs, of which 10 identified themselves as female or minority-owned.

E. Review of SOQs and Newspaper Advertising

From June 2008 to July 2008, a review panel consisting of Commission staff reviewed the SOQs and ranked each firm independently. Osborn Architects was then invited to submit a formal fee proposal based on the outline scope of work, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee is $84,575.00.

F. Participation of Minorities and Women – Selected Architect

Name	Ownership	Employees
Osborn Architects	Non-Minority	Total: 51 22 minorities 23 women 43% minority 45% women
Grossman and Speer (Structural Consultant)	Non-Minority	Total: 12 6 minorities 3 women 50% minority 25% women
S Y Lee Associates, Inc. (Mechanical, Electrical, & Plumbing)	Minority	Total: 21 16 minorities 5 women 76% minority 24% women
Jabobus & Yang Inc. (Cost Estimate)	Non-Minority	Total: 5 4 minorities 2 women 80% minority 40% women
AHG Architectural Services (Hardware)	Non-Minority	Total: 1 0 minorities 0 women 0% minority 0% women
Historic Resources Group (Historic Consultant)	Non-Minority	Total: 10 1 minority 7 women 10% minority 70% women

G. Participation of Minorities and Women - Firms Not Selected

Ah'be	Minority	Total: 21 13 minorities 13 women 62% minority 62% women
Briba Group Architects	Minority	Total: 9 9 minorities 3 women 100% minority 33% women
Carde Ten Architects	Minority	Total: 19 12 minorities 7 women 63% minority 37% women
FSY Architects	Minority	Total: 13 8 minorities 2 women 62% minority 15% women
GMP Architects	Non-Minority	Total: 17 8 minorities 5 women 47% minority 29% women
Gonzalez/Goodale Architects	Non-Minority	Total: 41 39 minorities 11 women 95% minority 27% women
Harley Ellis Devereaux	Non-Minority	Total: 389 72 minorities 104 women 19% minority 27% women

Hill Partnership, Inc.	Non-Minority	Total: 40 15 minorities 13 women 38% minority 33% women
HMC Architects	Non-Minority	Total: 464 202 minorities 220 women 44% minority 47% women
Hodgetts-Fung Design/Architecture	Non-Minority	Total: 15 3 minorities 7 women 20% minority 47% women
IDS Group, Inc.	Non-Minority	Total: 50 26 minorities 11 women 52% minority 22% women
Katherine Spitz Associates, Inc.	Female	Total: 10 3 minorities 6 women 30% minority 60% women
Kennard Design Group	Minority/Female	Total: 10 9 minorities 4 women 90% minority 40% women
Ken Kurose Architect	Minority	Total: 4 4 minorities 1 woman 100% minority 25% women

Lewis / Schoeplein Architects	Female	Total:	7
		2	minorities
		4	women
		29%	minority
		57%	women
Luckman Partnership, Inc.	Non-Minority	Total:	12
		3	minorities
		4	women
		25%	minority
		33%	women
Martinez Architects, Inc.	Non-Minority	Total:	41
		37	minorities
		14	women
		90%	minority
		34%	women
Onyx Architects	Non-Minority	Total:	21
		7	minorities
		10	women
		33%	minority
		48%	women
Quatro Design Group	Minority	Total:	24
		20	minorities
		8	women
		83%	minority
		33%	women
Rachlin Architects	Non-Minority	Total:	14
		2	minorities
		1	woman
		28%	minority
		7%	women
RNL Design	Non-Minority	Total:	171
		29	minorities
		91	women
		17%	minority
		53%	women

The Albert Group Architects	Non-Minority	Total:	10
		4	minorities
		5	women
		40%	minority
		50%	women
Tucker Sadler	Non-Minority	Total:	40
		9	minorities
		13	women
		23%	minority
		33%	women
WWCOT	Non-Minority	Total:	131
		73	minorities
		49	women
		56%	minority
		37%	women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ARCHITECTURAL SERVICES CONTRACT

This Architectural Services Contract ("Contract") is made and entered into this _____ day of _____, 2009, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Osborn Architects, hereinafter referred to as "Consultant."

RECITALS

1. PURPOSE

The Commission and Consultant desire to enter into this Contract to enable Consultant to provide architectural services to the Commission upon the Commission's issuance of a notice to proceed ("Notice to Proceed") for the project defined below. The purpose of this Contract is to allow the Commission to retain the services of the Consultant to provide design services, and any other services required for the expansion, development and construction and/or renovation of the Lennox Library located at 4359 Lennox Blvd., Lennox, CA 90304.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for the duration of the Project, unless sooner terminated as provided herein. .

3. CONSULTANT'S RESPONSIBILITIES

Consultant agrees to perform, in a timely and professional manner, all architectural services and any other services that Consultant is authorized to provide pursuant to this Contract. The specific scope of services ("Services") that Consultant will provide is set for in Attachment B, which is attached hereto and incorporated herein by this reference. Upon issuance of the Notice to Proceed to Consultant, Consultant shall commence providing the Services set forth in the Notice to Proceed. Each Notice to Proceed shall be incorporated by reference into this Contract. Consultant acknowledges, understands, and agrees that entering into this Contract is not a guarantee that the Commission will issue a Notice to Proceed. Consultant further acknowledges, understands, and agrees that it is entirely possible that the Commission never issues a Notice to Proceed and therefore the Consultant might not provide any Services pursuant to this Contract. The Consultant agrees that all Services performed by the Consultant will be the sole responsibility of the Consultant.

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Commission with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit

evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Commission.

Employees:
Timothy A. Ballard, AIA, Principal
Shahram Moghbel, AIA, Principal

Subconsultants:
Structural Engineer:
Grossman and Speer
Mechanical, Electrical, & Plumbing Engineers:
S Y Lee Associates, Inc.
Cost Estimate Consultant:
Jacobus & Yang Inc.
Hardware Consultant:
AHG Architectural Services
Historic Architect:
Historic Resources Group

4. RESPONSIBILITIES OF THE COMMISSION

The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

The Commission shall designate a Commission 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 Services.

The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

The Commission's representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

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 completeness and 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.

The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work and Services.

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

5. NOTICE TO PROCEED

The Consultant will perform Services upon receipt of a written Notice to Proceed from the Commission. The Consultant will perform the services identified in the Notice to Proceed.

6. COMPENSATION

The Consultant shall be paid in accordance with the Commission's standard accounts payable system and as further set forth in Attachment A, which is attached hereto and incorporated herein by this reference. To ensure prompt payment, the Consultant must submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

There shall be no adjustments to compensation except as authorized in an amendment entered into between the parties pursuant to section 46 of this Contract. The costs for all services performed by Consultant, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Consultant.

The Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the 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 or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

7. 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, but not limited to, 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 Contract. 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 or other termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

8. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the Second District Capital Project net County fund for the purpose of this Contract. A 20 percent contingency is also being set aside for unforeseen costs using the same funding source.

9. SUSPENSION AND TERMINATION

9.1 Suspension

Commission, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension. Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all Documents (as defined in section 16 below) and other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant If no agreement as to expenses and fees can be reached, this Contract may be terminated for the Commission's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at the Commission's sole discretion, terminated for the convenience of the Commission upon written notice to the Consultant.

9.2 Termination for Convenience of the Commission

The Commission reserves the right to cancel this Contract 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 services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Commission's reasonable discretion, 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.

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 Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Commission may take over the 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 Services of this Contract.

Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

9.3 Termination for Cause and / or Default

This Contract may be terminated by the Commission upon ten (10) days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Contract 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 services in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Contract 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 Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend and/or terminate the performance of this Contract 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 Contract, or if Consultant abandons the Services for more than five (5) days, then a 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 and/or terminate the performance of this Contract by Consultant in whole or in part.

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

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 a timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Consultant under this Contract, Consultant shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. 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, services, the provision of travel or entertainment, or tangible gifts.

10. ASSIGNMENT BY CONSULTANT

The Consultant shall not assign its rights or delegate its duties under this Contract, 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 this 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 this 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 this 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 this Contract which may result in the termination of this 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.

11. 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.

12. SUBCONTRACTING

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

13. INSURANCE

Without limiting Consultant's indemnifications of the Commission provided in section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Suppliers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Lennox Library Refurbishment; 4359 Lennox Blvd., Lennox, CA 90304.

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The aforementioned insurance policies shall contain a waiver of subrogation for the

benefit of the Commission. Failure on the part of Consultant, and/or any entities with which Consultant contracts, to procure or maintain the insurance coverage required in this Section 13 may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Consultant to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Consultant's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Consultant or the insurance carrier.

When Consultant is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Consultant is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Commission, a material breach of this Contract.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	$2,000,000
Products/ Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") (hereinafter collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. 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 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

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents, shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Consultant agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

14. INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"),, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Such indemnification language, in favor of Public Agencies and their Agents, shall also be incorporated in Consultant's contracts with any and all entities, which are providing professional services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Consultant agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies and their Agents, as applicable to each of them.

15. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission, or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract 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 measure, the Commission may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract 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 Contract will be terminated at the end of the current year or will be continued into the next Contract year.

16. COMMISSION OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Commission upon the Commission's written approval of the Documents 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 the Documents. The Consultant shall retain a record copy for its own files.

17. INDEPENDENT CONSULTANT

The Consultant shall perform the Services as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract 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.

18. EMPLOYEES OF CONSULTANT

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Contract 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 Contract.

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.

19. CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Consultant acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Contract, maintain 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 CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19, "*CONSULTANT'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Commission may terminate this Contract pursuant to Paragraph 9.3 - and pursue debarment of Consultant, pursuant to Commission Policy.

21. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Commission's policy to strongly encourage all Consultants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

22. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Consultant. The Consultant's relationship to the Commission is solely as an independent contractor.

23. 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.

24. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Consultant shall comply with all 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, as 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 Contract.

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

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

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 Contract 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 Contract, the Consultant agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds 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 receiving federal financial assistance.

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

The Consultant shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (non-discrimination in Employment by Government Consultants and Subconsultants)

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex 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 contracting officer setting forth the provisions of the 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 Contract or other contract or understanding, a notice to be provided by the agency 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 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 Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract 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 Orders 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, that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Commission 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 by a subcontractor or vendor as a result of such direction by the Commission, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Greater Avenues for Independence (Gain) Program and General Relief Opportunity for Work (Grow) Program

Should the Consultant require additional or replacement personnel after the effective date of this Contract, 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.

26. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 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, 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 any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

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

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each subcontractor 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.

28. 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.

29. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible Consultant is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible Consultants.

B. The Consultant is hereby notified that if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Consultant may have with the Commission.

C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Consultant, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, 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 Commission, Housing Authority, County, or any other public entity.

D. 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 Contractor Hearing Board.

E. The Contractor 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 that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative 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. The Consultant and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract 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.

G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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 Contractor Hearing Board.

I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

30. COMPLIANCE WITH JURY SERVICE PROGRAM

Unless the Consultant has demonstrated to the Commission satisfaction either that Consultant is not a "Contractor" 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, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "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 County, or 2) Contractor 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 subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

If the Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" 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 County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Program.

The Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. ACCESS AND RETENTION OF RECORDS

The 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 this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

32. 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 Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with

any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract 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 Contract 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.

33. SEVERABILITY

In the event that any provision herein 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 Contract 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.

34. INTERPRETATION

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

35. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract 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 Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Contract.

36. PATENT RIGHTS

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

37. COPYRIGHT

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

38. NOTICES

The Commission shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Consultant shall provide the Commission with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Consultant has actual knowledge of such injury or damage. Consultant shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022

The Consultant: Timothy A. Ballard, Principal
Osborn Architects
320 East Harvard Street
Glendale, CA 91205

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Consultant and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

39. NOTICE TO EMPLOYEES REGARDING THE 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 – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40. CONSULTANT'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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 Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

11. 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 law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

12. REMEDIES

The rights and remedies of the Commission provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Commission may assert, either during or after performance of this Contract 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.

13. RELEASE OF NEWS INFORMATION

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

14. 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 Contract 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.

15. CONTRACT EVALUATION AND REVIEW

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

16. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract 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.

Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

A. Fee Schedule
B. Scope of Services
C. Required Contract Forms
D. Required Contract Notices

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SIGNATURES

IN WITNESS WHEREOF, the Commission and the Consultant, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
William K. Huang
Acting Executive Director

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT DIVISION

By_____
DeAnn Johnson
Director

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By_____
Paul Hansen
Deputy

OSBORN ARCHITECTS

By_____ FOR TOM.
Timothy A. Ballard
Principal

ATTACHMENT A

FEE SCHEDULE

ATTACHMENT A
FEE SCHEDULE FOR ARCHITECTURAL SERVICES

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 **EIGHTY-FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS ($84,575).**

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 in this Contract.

Working Drawings & Specifications (45%)	$38,059.00
Bidding (10%)	$8,458.00
Construction Administration (31%)	$26,058.00
Mechanical Engineering Services (8%)	$7,000.00
Historic Architect (6%)	$5,000.00
Cost Estimate Consultant	included
Hardware Consultant	included

In addition, plan check, building permits, reimbursable items or other required services are subject to the Commission's review and approval. 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: $195.00 per hour
Project Manager: $135.00 per hour
Project Architect/Manager: $125.00 per hour
Project Designer: $115.00 per hour
Job Captain: $95.00 per hour
Architectural Staff: $85.00 per hour
Administrative Staff: $65.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred One Thousand Four Hundred Ninety Dollars ($101,490) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B
SCOPE OF SERVICES

1.0 STATEMENT OF WORK

The Community Development Commission (Commission) of the County of Los Angeles is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement.

The Commission is seeking a Consultant to provide Architectural and Engineering services and to perform some and/or all of the following the items listed below as required.

2.0 GENERAL REQUIREMENTS

The Consultant shall perform all architectural and engineering design work as described in Section 3.0 and other services related to or required for the performance of this Contract such as, but not limited to, the items listed below:

2.1 Prepare design and construction documents for the Exterior and Interior Refurbishment of the Lennox Library. The scope of work includes exterior and interior painting; replacement of signage; encapsulation of existing mail and book slots; installation of new freestanding book drop; new railings at entrance steps and walkway; new hardware for entrance doors; installation of wrought iron gate at the trash enclosure area; new windows throughout; repair of existing soffits, vents, and recessed light fixtures; new enlarged ADA compliance unisex restroom with new plumbing fixtures, accessories, and finishes; ADA compliance drinking fountains; re-configuration of staff work room; new circulation desk with new self check systems; new interior doors, hardware, and window coverings throughout; new accessible entrance and ramp; re-configuration of the staff kitchen and office area; new flooring materials including base materials; new acoustical ceiling tiles; replacement of kitchen cabinet, and all associated work.

2.2 Field measure and prepare as-built drawings to include site plan (conceptual), floor plans, and elevations of the Lennox Library.

2.3 Prepare construction documents to include demolition plan, demolition elevations, new site plan, new floor plan, new exterior elevations, interior elevations for the modified restroom, work room, new kitchen layout, new

door, window, schedules and elevations, new finish schedule, plans for new exit door and ramp for secondary exit, modification to the main entry ramp, information on accessibility signs, and detail sheets.

2.4 Review and incorporate recommendations in environmental related reports and specifications into the construction documents.

2.5 Prepare furniture plan based on sketches provided by the Commission.

2.6 Prepare color and material board presenting three (3) options.

2.7 Prepare technical specifications.

2.8 Prepare construction cost estimate.

2.9 Attend design presentations with the Commission.

2.10 Prepare a detailed design schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified in Section 3.0 below.

2.11 Provide any other consulting, engineering and/or inspection services required to complete the design and construction of the project.

2.12 Conduct deputy inspections during construction

2.13 Provide for the Specific Work Requirements identified in 3.0 below.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 DESIGN THROUGH PLAN CHECK PHASES

The Consultant shall prepare design development drawings, construction drawings and technical specifications up to and including revisions necessary for full plan check approval, revision of final drawings and specifications for ready-to-bid documents, including, but limited to:

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

3.12 Meet with Agency representatives, proposed user and operator, and other agents to finalize the design scope of work and intent.

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

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

3.1.5 Present color and material boards (3 options) to the Second District Office, the Public Library of the County of Los Angeles, and the Commission.

3.1.6 Complete design development and construction documents phases.

3.1.7 Design the new project, drawn to scale, in AutoCAD 2007 or a newer version of AutoCAD. Include items such as, but not limited to, demolition plans, architectural construction drawing and specifications; and calculations; all required consultant drawings including, but not limited to, structural, mechanical, electrical, and plumbing; and historic building details.

3.1.8 Coordinate and provide new furniture plan.

3.1.9 Comply with ADA accessibility requirements.

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

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

3.1.12 Prepare final ready-to-bid documents for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.

3.1.13 Provide value engineering services. Consultant acknowledges and understands that it is the Agency's objective to construct the Work as economically as possible without sacrificing design quality. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during each of the design phases, and to make changes as necessary to keep the Contractor's final cost estimate within 10% of the currently established construction budget. To assist with value engineering, the Consultant shall present to Agency alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. Failure by Consultant to comply with such obligation may constitute a breach of this Contract.

Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

3.1.14 Provide reproducible final documents. The Consultant shall cause two (2) sets of prints, specifications, estimates, etc. to be provided to the Agency 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.

3.1.15 Submit drawings at various design phases to the Agency for review and comment. Make corrections following each submission. The design phases are identified below:

3.1.15.1 Design Development Phase.

3.1.15.2 Electronic copies of the Construction Documents at 50% completion for review.

3.1.15.3 Construction Documents at 90% completion. Finally, by the due date indicated in the Notice to Proceed, Consultant shall submit all required drawings, specifications, calculations, and documents for plan check to all authorities having jurisdiction over the project including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning departments. Complete all required corrections including those of any subconsultants and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

3.1.16 Make any and all corrections or changes required by jurisdictions. The Consultant shall promptly make all corrections or changes in the construction documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement.

3.1.17 Prepare cost estimates. Consultant shall prepare a written cost estimate on an electronic spreadsheet format program so that "what-if" scenarios and value-engineering options can, if necessary, be considered throughout the design process. Additionally, Consultant shall prepare an ongoing value-engineering list of items with dollar amounts at each design phase that identifies possible options that may help project stay under budget during each design

and construction phase. Submit cost estimates in the following format and at the following phases:

3.1.17.1 Design Development. Provide a detailed, itemized take-off estimate at the completion of design development.

3.1.17.2 Construction Documents. Provide an updated, detailed itemized take-off estimate at 50% completion of construction documents; and final detailed itemized take-off estimate at 90% completion of construction documents phase (plan check submittal).

3.2 BIDDING PHASE

3.2.1 The Consultant shall assist the with preparation of bid packages.

3.2.2 The Consultant shall attend Pre-bid walk through and answer any questions.

3.2.3 The Consultant shall issue addenda, as needed. Prepare responses and answers to questions raised by bidders.

3.2.4 The Consultant shall review bids, review and make a determination on all proposed equals (substitutions) and make recommendations on bids.

3.2.5 The Consultant shall update and revise its bid documents as needed, if the project is rebid.

3.3 CONSTRUCTION OBSERVATION PHASE

3.3.1 The Consultant shall review contractors' change order requests and determine eligibility and reasonableness of items and cost. The Consultant shall counter-sign change orders.

3.3.2 The Consultant shall conduct periodic site observations and provide approval certifications for the work observed.

3.3.3 The Consultant shall provide construction administration services including, but not limited to, the following tasks:

3.3.3.1 Attend pre-construction conferences, change order negotiation meetings, and weekly on-site construction progress meetings with contractors, Commission Representatives, Owner's Representative, and Construction Management Representative.

3.3.3.2 Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape / plant materials (2 days), alternates (5 days), requests for information (3 days), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Consultant will 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.

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

3.3.3.4 Prepare, maintain, and update project meeting 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.

3.3.3.5 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 Commission representatives.

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

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

3.3.3.8 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.

3.3.4 **Trouble-shooting**

The Consultant shall trouble-shoot and submit written solutions to resolve construction defects and disputes.

3.4 Design Within Funding Limits

The Consultant shall re-design the project to meet the above-named budgetary targets at no cost to the Commission, if the proposed design as

bid varies more than 10% above the Commission's budget or more than 10% below the budget.

3.5 Standard of Care

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract 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 shall accept the special relationship of trust and confidence established between it and Commission by this Contract.

The Consultant shall covenant 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 Contract.

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.

3.6 Project Schedule

The Consultant shall work in accordance with the project schedule established in the Notice to Proceed for each project or assignment under this Contract.

The 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.

4.0 RESPONSIBILITIES

The Commission and the Consultant's responsibilities are as follows:

Commission

4.1 Personnel

4.1.1 The Commission shall monitor the Consultant's performance in the daily operation of this Contract.

4.1.2 The Commission shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.

4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Project Manager

4.2.1 The Consultant shall provide a full-time Project Manager with an Architectural license from the State of California with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Consultant's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.

4.2.3 The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.4.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.

4.4.2 The Commission requires the Consultant, at the Consultant's expense, to conduct background security checks on their employees assigned to the Contract.

4.4 Uniform / Identification

4.4.1 The Consultant's employees must wear visible identification when working under the Contract on Commission property. The identification shall be a Commission Visitor ID

4.5 Materials and Equipment

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and equipment that are safe for the environment and safe for use by the Consultant's employee.

4.6 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.

5.0 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,

- ➢ and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

7.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Consultant's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary *(Exhibit 1)*

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Consultant's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Consultant beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Consultant.

When the Consultant's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Consultant to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Consultant by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire

cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Consultant's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

8.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Consultant's performance.

8.3 Contract Deficiency Notice

The Commission will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Commission and the Consultant.

EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Construction and Specifications Documents (SOW Section 3.0)	Completion of Construction and Specification Documents	Receipt of final Construction Drawings (Plan Check Approved)	Withhold payment for that service.
Bidding (SOW Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOW Section 3.0)	Completion of Construction	Receipt of Certificate of Occupancy	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.

ATTACHMENT C

REQUIRED CONTRACT FORMS

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:	Osborn Architects		
Company Address:	320 East Harvard St.		
City:	Glendale	State: CA	Zip Code: 91205-1019
Telephone Number:	818.246.3112		
Solicitation For (Type of Goods or Services):	Architecture		

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

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

- ■ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title: Principal
Signature: Timothy A. Ballard	Date: 6/6/08

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by Commission/Housing Authority) __X__NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

__X__YES _____NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO __X__N/A (Program not available)

Bidder/Proposer Organization: Osborn Architects

Signature: [signature]

Print Name: Timothy A. Ballard

Title: Principal Date: 6/6/08

Tel.#: 818.246.3112 Fax #: 818.246.3567

CHARITABLE CONTRIBUTIONS CERTIFICATION

Osborn Architects

Company Name

320 East Harvard St., Glendale, CA 91205-1019

Address

95-2803401

Internal Revenue Service Employer Identification Number

N/A

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.	(X)	( )

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.	( )	(X)

Signature

6/6/08

Date

Timothy A. Ballard, Principal

Name and Title (please type or print)

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: Timothy A. Ballard Title: Principal

Signature: Date: 6/6/08

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Timothy A. Ballard Title: Principal

Signature: _____ Date: 6/6/08

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Osborn Architects
Vendor's Name

320 E. Harvard St., Glendale, CA 91205-1019
Address

95-2803401
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: Timothy A. Ballard, Principal

Signature: _____

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: Osborn Architects Date: 6/6/08

Address: 320 E. Harvard St.

State: CA Zip Code: 91205-1019 Phone No. : 818.246.3112

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: Timothy A. Ballard Title: Principal

Signature: Date: 6/6/08

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: Osborn Architects

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

Total Number of Employees (including owners): 51

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	–	–	–	–	–	–
Hispanic/Latino	–	2	1	2	1	1
Asian or Pacific Islander	1	–	4	2	–	3
American Indian	–	–	–	–	–	–
Filipino				2	3	
White	4	1	5	4	9	6

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	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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
Timothy A. Ballard		Principal	6/6/08

Form **W-9**
(Rev. November 2005)
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 (as shown on your income tax return)
OSBORN ARCHITECTS

Business name, if different from above
~~OSBORN~~

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
320 E. HARVARD ST.

Requester's name and address (optional)

City, state, and ZIP code
GLENDALE, CA 91205

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
9 5 - 2 8 0 3 4 0 1

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 ▶ M Walczak Date ▶ 06-04-08

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Community Development Commission of the County of Los Angeles

Vendor Application

To be placed on the CDC's Vendor List, please complete the information as completely as possible and return with the Organization Information Form and W-9 to:

Community Development Commission
Attn: Central Services Vendor List
2 Coral Circle • Monterey Park, CA 91755-7425
Phone: (323) 890-7339 • Fax: (323) 890-8578

FOR OFFICE USE ONLY
Received:
Vendor #:
Date Entered:
Entered By:

☐ New Applicant ☐ Update of Company's Information

Name of Company: Osborn Architects

Contact Person: Keith Claridge Title: Marketing

Company Address: 320 E. Harvard St. Glendale CA 91205-1019
(P.O. Box will not be accepted) Street City State Zip + 4

Billing Address/Remit To:
(if different from above) Street City State Zip + 4

Phone Number (818) 246.3112 Fax Number (818) 246.3567 Email: kclaridge@osborn320.com

■ Federal I.D. No. ☐ Social Security No. ☐ Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)

Please print Federal I.D., Social Security or Federal Non-Profit No: 95-2803401

TYPE OF OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ■ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability Company

☐ Other

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☐ Consultant ☐ Broker/Agent ☐ Vendor

■ Other Architecture, Construction Management, Graphic Design

PRODUCTS/SERVICES PROVIDED

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

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
PR.002	Architects		
PR.003	Architectural Design		
PR.013	Consultant Construction Mgmt.		
SE.033	Graphic Designers		
PR.032	Planning Land Use		

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature [signature] Title Principal Date 6/6/08

(Application is NOT valid unless signed and dated.)

Rev. 3/26/07

ATTACHMENT D

REQUIRED CONTRACT 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. December 2004)

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.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

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 2004 are less than $35,458 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, 2005.

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, or from the IRS website 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 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 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 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 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 2005 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 (Circular E), 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.