HOUSING AUTHORITY
of the County of Los Angeles
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Commissioners

Carlos Jackson
Executive Director

March 11, 2008

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE THREE ELEVATOR CONSULTING SERVICES AGREEMENTS FOR ELEVATOR MODERNIZATION AT THREE HOUSING AUTHORITY SENIOR HOUSING DEVELOPMENTS (2, 3)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of consulting services agreements (Agreements) is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director to execute three separate two-year Agreements in the aggregate amount of $169,570, in substantially the form of the attached, and all related documents, with IDS Group, Inc. (Consultant), to complete design services for the modernization of a total of eight elevators at the following three senior housing developments: South Bay Gardens located in the unincorporated area of Los Angeles County, Marina Manor I and II located in Marina Del Rey, and Palm Apartments located in West Hollywood, to be effective following execution by all parties.

3. Authorize the Executive Director to use a maximum aggregate amount of $169,570 in Capital Fund Program (CFP) funds included in the Housing Authority's approved Fiscal Year 2007-2008 budget, for the purposes described herein.

4. Authorize the Executive Director to execute amendments to the Agreements, following approval as to form by County Counsel, to extend the time of performance for an additional year, to allow the Consultant to perform construction observation services during the construction phase of the project. Compensation for services for the additional year is included in the aggregate amount of $169,570.

5. Authorize the Executive Director to execute change orders to the Agreements, and all related documents, following approval as to form by County Counsel, to increase the Agreements by up to an aggregate amount of $33,914, for unforeseen project costs, using the same source of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award three separate two-year Agreements to the Consultant for design services for the modernization of a total of eight elevators at three senior housing developments: South Bay Gardens located in the unincorporated area of Los Angeles County, Marina Manor I and II located in Marina Del Rey, and Palm Apartments located in West Hollywood.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The aggregate amount of the three Agreements is being funded with $169,570 in CFP funds, excluding any contingencies, and is included in the Housing Authority's approved Fiscal Year 2007-2008 budget. A 20% contingency, in the amount of $33,914, is also being set aside for unforeseen costs, using the same source of funds.

The Agreements may be extended for one additional year to allow the Consultant to perform construction observation services during the construction phase of the project. Compensation for these services is included in the $169,570.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The eight elevators at the three senior housing developments are original to each of the buildings. The three-story, 100-unit South Bay Gardens senior housing development was built in 1981 and has two elevators. The four-story, 71-unit Marina Manor I, and eight-story, 112-unit Marina Manor II, were built in 1983 and have a total of four elevators. The five-story, 127-unit Palm Apartments was built in 1978 and has two elevators.

The Consultant will be responsible for preparing the designs, plans, calculations, and specifications for the eight elevators, as well as obtaining all plan check approvals, assisting with the bid phase to identify a contractor to perform the needed elevator modernization, and performing construction observation services.

Should the Consultant require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN Division for a list of participants by job category.

The Agreements have been approved as to form by County Counsel. At its meeting of February 27, 2008, the Housing Commission recommended approval of the Agreement award.

ENVIRONMENTAL DOCUMENTATION:

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

CONTRACTING PROCESS:

On September 1, 2006, the Housing Authority initiated a Request for Qualifications (RFQ) process to identify a qualified and experienced architectural and engineering firm to provide the needed elevator evaluation and design services. Notices of the RFQ were mailed to 46 architectural and engineering firms identified from the Housing Authority's vendor list. Announcements also appeared in eight local newspapers and on the County Web Site. Three RFQs were requested and distributed.

On September 28, 2006, two firms submitted Statements of Qualifications (SOQ). A review panel of Housing Authority personnel evaluated the two SOQs and determined that the two top-ranked firms, IDS Group, Inc., and Amtech Elevator Services, were qualified.

On June 12, 2007, the performance of the firms was evaluated by the review panel, which determined that IDS Group, Inc., is the most qualified firm to provide the necessary services. The Housing Authority entered into an Agreement in the amount of $11,200 with the firm to complete the evaluation and inspection assessment phase of all eight elevators at South Bay Gardens, Marina Manor I and II, and Palm Apartments senior housing developments

Subsequently, IDS Group, Inc., was invited to submit a fee proposal for the design

services phase, based on data gathered in the evaluation and inspection assessment phase, and entered into negotiations with the Housing Authority, resulting in the proposed Agreements for an aggregate amount of $169,570. The details of the fees by site are as follows:

South Bay Gardens	$44,000
Marina Manor I and II	$81,855
Palm Apartments	$43,715
Total:	$169,570

The Summary of Outreach Activities is provided with this letter as Attachment A.

IMPACT ON CURRENT PROJECT:

The proposed Agreements will provide for the necessary evaluation and design services for the modernization of the eight elevators at the three senior housing developments.

Respectfully submitted,

Babbette A. Glover

for CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Request for Qualifications (RFQ) for Elevator Consulting Services

On September 1, 2006, the following was initiated to identify the most qualified firm to provide the necessary elevator consulting services for the Housing Authority's housing developments.

A. Newspaper Advertising

Beginning on September 1, 2006, announcements of the RFQ appeared in the following eight newspapers.

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

The announcement and complete RFQ was posted on the County Web Site for a 23-day advertisement period. Firms were asked to request the RFQ via email directly through the County Web Site or to obtain the RFQ at the Housing Authority.

B. Distribution of RFQs

The Housing Authority's vendor list was used to mail out the announcement of the RFQ to 46 elevator, architectural and engineering firms, of which eight 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, three RFQs were requested and distributed.

C. Statements of Qualifications (SOQs)

On September 28, 2006, a total of two firms submitted SOQs, of which none identified themselves as minority-owned.

D. Review of SOQs

On June 12, 2007, a review panel evaluated the performance of the firms and determined that IDS Group, Inc., was the most qualified firm to provide the necessary services. .The Housing Authority entered into an Agreement in the amount of $11,200 with the firm to complete the evaluation and inspection assessment phase of all eight elevators at South Bay Gardens, Marina Manor I and II, and Palm Apartments senior housing developments

Subsequently, IDS Group, Inc, was invited to submit a fee proposal for the design services phase, based on data gathered in the evaluation and inspection assessment phase, and entered into negotiations with the Housing Authority, resulting in an aggregate amount of $169,570 for the eight elevators.

E. Minority/Women Participation– Firm Selected

Name	Ownership	Employees
IDS Group, Inc.	Non-Minority	Total: 21 12 minorities 5 women 55% minority 20% women

F. Minority/Women Participation – Subcontractor Firm Selected

Name	Ownership	Employees
Lerch, Bates, Inc.	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women
OMB Engineers	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women
FT Andrews, Inc.	Information Not Available	Total: NA NA minorities NA women NA% minority NA% women

G. Minority/Women Participation –Firm Not Selected

Name	Ownership	Employees
Amtech Elevator Services	Non-Minority	Total: 20 10 minorities 4 women 50% minority 20% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, by 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 Housing Authority. The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name:	Elevator evaluation and design services
Locations:	South Bay Gardens, 230 East 130th Street, unincorporated Los Angeles County Marina Manor I and II, 3401 & 3405 Via Dolce, Marina Del Rey Palm Apartments, 959 North Palm Avenue, West Hollywood
Bid Number:	CDC07-148
Bid Date:	September 28, 2006
Contractor:	IDS Group, Inc.
Services:	Prepare complete elevator analysis, architectural and engineering construction drawings and specifications for the modernization of eight elevators

Contract Documents: Attachment A – Fee Schedule, Attachment B - Statement of Work, Attachment C - Required Forms, and Attachment D - Required Notices

Time of Commencement: Services for each phase shall be performed upon receipt of a written Notice to Proceed from the Housing Authority. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

Aggregate Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **One Hundred Sixty Nine Thousand Five Hundred Seventy Dollars and Zero Cents ($169,570)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: $33,914.00

ARCHITECTURAL, ENGINEERING & ELEVATOR AGREEMENT FOR SOUTHBAY GARDENS SENIOR HOUSING DEVELOPMENT TWO ELEVATORS PROJECT

Agreement for Professional Services

Between

The Housing Authority of the County of Los Angeles

And

IDS GROUP, INC.

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Section 1.0 Recital

This Agreement is made and entered into this _____ day of March 2008 by and between the Housing Authority of the County of Los Angeles, hereinafter called "**Housing Authority**" and IDS Group, Inc., hereinafter called "**Consultant**."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Housing Authority to retain the services of this Consultant for elevator, architectural, structural, mechanical, electrical and plumbing engineering services including modernization of two elevators at the Southbay Gardens Senior Housing Development as consultant to Housing Authority, Construction Management Division. The project is located at 230 E. 130th St., Los Angeles, CA. in the unincorporated areas of Los Angeles County.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for a two (2) year duration, with the option to renew for one (1) additional year, unless sooner terminated or extended in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

Section 4.0 Consultant Responsibilities

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

Section 4.1 Scope of Work

Perform all engineering and design work related to or required for the performance of this contract and as itemized below.

DESIGN THROUGH PLAN CHECK PHASE

A. Prepare designs, plans, calculations, and specifications under this contract including removal, retrofit and modernization of four elevators for existing buildings;
   1. Field verify Southbay Gardens housing development existing drawings.
   2. Regenerate the floor plans and site plan background
   3. Prepare architectural design drawings for modernization of elevators; including ADA compliance requirements.
   4. Prepare structural design and construction drawings for modernization of elevators; including verification of structural support / loading for pit floor and guide rail connections.
   5. Prepare plumbing design and construction drawings for modernization of elevators; including new sump pumps to remove water from elevator pits, elevator pit water infiltration mitigation.
   6. Prepare electrical design and construction drawings for modernization of elevators; including 110v for cab lighting and dedicated phone line to machine room, power, lighting and connections for elevators, elevators machines, and elevator pit sump pumps.
   7. Prepare mechanical design and construction drawings for modernization of elevators including alarmed containment tank for pit pumps and ventilation requirements.
   8. Prepare fire alarm interface for modernization of elevators.
   9. Coordinate, review and evaluate design and construction drawings
   10. Coordinate, review and evaluate shop drawings provided by Sub Contractor Lerch, Bates & Associates, Inc. (elevator consultants).
   11. Perform site investigations; research and written summaries and quality control reviews of existing plans, documents, and data; including all engineering and design work related to the performance of this contract, and any other elements or factors that might affect the project.

A. Meet with Owner's representatives to finalize the design scope of work and intent. Attend two review-meetings with Owner's Representative during project design.

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

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

D. Prepare schematic design modernization of elevators.

E. Present the schematic designs to multiple audiences which may include Housing Authority staff, the Board of Commissioners and its

representatives, residents, community groups, such as the resident council, housing management, and construction management divisions.

F. Refine the schematic designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from different schemes into final design. Complete design development, construction documents, bidding, and construction administration phases.

G. Design the new project, drawn to scale. Construction documents are to be prepared in AutoCad version 14 or higher or a newer version of AutoCAD.

H. Design shall include accessibility improvements required by code as applicable to the modernization of four elevators systems.

I. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure during construction.

J. Produce written specifications in CSI 16-division format that will be compiled with Division 1 specifications to be provided by the Owner's Representative.

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

L. **Plan Check**: Prepare all information and documents necessary for plan check. Submit for the Owner's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:

   a. Schematic Design.
   b. Design Development Completion.
   c. Construction Documents at 50% completion.
   d. Construction Documents at 90% completion.

   Finally, submit for plan check to all authorities having jurisdiction over the projects including but not limited to Building and Safety and Los Angeles County Fire Department. Prepare all calculations and in-person submittals. Complete all required corrections including those of any sub-consultants 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.

M. **Cost Estimates**: Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design

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

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

BIDDING PHASE

A. Prepare a bid package for the project so that the Owner can advertise and bid the project. Provide two sets of complete approved construction documents and specifications to the Owner. The cost of reproducing these documents is included in the Consultant's basic fee.
B. Attend Pre-bid walk through and answer any questions.
C. Issue addendum.
D. Review bids and make recommendation to the Owner.

CONSTRUCTION ADMINISTRATION PHASE

A. Change Order Analysis: Review contractors' change order requests and determine eligibility and reasonableness of items and cost.

B. Inspections: Conduct site inspection/visits for the purpose of making observations regarding the installation, progress, and conformance to the contract documents.

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

1. Attend Pre-Construction Conference meeting with Contractor, Owner's Representative, and Construction Management Representative.

2. During the construction phase, at the request of the Owner's Representative, attend site construction progress meetings, (not to exceed six construction progress meetings), and provide reports of work with Contractor, Owner's Representative, and Construction Management Representative. (The fee for construction meeting is specified in Attachment A)

3. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), alternates (5 days), requests for information (3 days), project

schedule (5 days), substitutions (5 days), and closeout submittals (5 days).

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

5. Conduct inspections/site visits to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Owner's Representative. Site visits can coincide with construction progress meetings.

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

7. Consult with other Consultants and Owner's Representative; Conduct Final Inspection with Contractor and Owner's Representative to verify and assure that all aspects of installation have been satisfactorily completed per contract documents, codes, and regulations; and provide Certifications;

8. Prepare As built drawings.

9. Conduct final punch list meeting.

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

E. Other engineering and design work related to, required for, or incidental to the performance of this contract, by the Consultant's own expert staff, or sub-consultants, where required.

Section 4.2 Standard of Care

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architectural, structural, mechanical, electrical and plumbing engineering services engaged in architectural and engineering practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and the Housing Authority by this Agreement. Consultant covenants to design the Project and produce the necessary Construction Documents, and to further the interests of the Housing Authority in accordance with the Housing Authority's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws,

codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

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

Section 4.3 Reproduction of Final Documents

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

Section 4.4 Changes Required

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

Section 4.5 Project Schedule

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed under this Agreement.

Section 5.0 Consultant's Personnel and Sub consultants

The Consultant's employees and sub consultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees: IDS Group, Inc
Principal-in-Charge: Said Hilmy, Ph.D., SE
Architect: Robert Freeman

Subconsultants:
Elevator Consultant: Lerch, Bates, Inc.

Project Manager: George D. Spence
Field Engineer: John L. Hollinger, Jr.
Design Applications: Michael Edson, RA

Electrical Engineer: OMB Engineers
HVAC Engineer: FT Andrews, Inc.
Plumbing Engineer: FT Andrews, Inc.

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Housing Authority or under the Housing Authority supervision or control. This Agreement is by and between the Consultant and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Housing Authority and the Consultant.
The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

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

Section 5.2 Successor and Assignment

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

Section 5.3 Employees of Consultant

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

Professional Conduct: The Housing Authority does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or sub consultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Consultant's employees, agents or sub consultants providing services for the Housing Authority. The Consultant assumes all liability for the

actions of the Consultant's employees, agents or sub consultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

Section 5.4 Subcontracting

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

Section 6.0 Responsibilities of the Housing Authority

a. The Housing Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.

b. The Housing Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Housing Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

c. Housing Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

d. The Housing Authority's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

e. The Housing Authority 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 Housing Authority. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Housing Authority are the proprietary and confidential property of the Housing Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Housing Authority upon completion of the project.

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

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

Section 7.0 Release of News Information

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

Section 8.0 Confidentiality of Reports

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

Section 9.0 Compensation; Contract Type and Payment – not-to-exceed

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **FOURTY FOUR THOUSAND DOLLARS AND ZERO CENTS $44,000.00** as per the rates described in the Breakdown Fee Schedule, Attachment A, attached hereto and incorporated herein. These amounts include the cost of all services including those of the sub consultants identified in Section 5.0, above.

Additionally, any contract amendment or combination of amendments that might result in a total adjusted contract sum of Fifty Thousand Dollars ($50,000) or above per calendar year must first be approved by the to the Board of Commissioners of the Housing Authority.

SECTION 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by the Housing Authority.

SECTION 11.0 Notice to Proceed

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

Section 12.0 Payment Schedule

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

Consultant shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from Consultant.

Section 13.0 Source and Appropriation of Funds

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

Section 14.0 Conflict of Interest

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

Section 15.0 The Housing Authority Ownership of Documents

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Housing Authority upon their approval in writing by the Housing Authority 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 Housing Authority of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 Indemnification

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

Section 17.0 Insurance

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

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

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

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

The Housing Authority of the County of Los Angeles, The Community Development Commission of the County of Los Angeles, The County of Los Angeles, their officials, agents, and

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

B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars ($1,000,000) aggregate per claim.

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

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

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

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Housing Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Housing Authority.

The Housing Authority reserves the right to require complete certified copies of all said polices at any time. Any modification or waiver of the insurance requirements here in shall only be made with the written approval of the Housing Authority's Risk Manager or designee.

Any self-insurance program and self-insured retention must be separately approved in writing by the Housing Authority.

All coverage for sub consultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.

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

Section 18.0 Compliance with Laws

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

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

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

Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Sub consultants, and Consultants)

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

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

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice,

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

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

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

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

Section 19.0 Suspension and Termination

Section 19.1 Suspension

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

19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by the Housing Authority Contracting Officer.

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

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

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

19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of the Housing Authority upon written notice to the Consultant.

Section 19.2 Termination for Convenience of the Housing Authority

a. The Housing Authority reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. The Housing Authority will pay Consultant termination expenses subject to the Housing Authority's rights of recoupment, set-off and withholding.

b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of

this Agreement, whether complete or in process, as may have been accumulated by Consultant.

c. The Housing Authority may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to the Housing Authority for any excess costs incurred by the Housing Authority in completing the scope of work of this Agreement.

d. Consultant shall assign the contracts of its consultants and/or their sub consultants to the Housing Authority, to the extent requested by the Housing Authority.

Section 19.3 Termination for Cause and / or Default

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

A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.

B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Housing Authority. 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 the Housing Authority shall have the power to suspend or terminate the operations of the Consultant in whole or in part.

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

D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate

any of the covenants, agreements, or stipulations of this Agreement, the Housing Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Housing Authority's rights of recoupment, cut-off, and withholding.

Section 19.4 Termination for Improper Consideration

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

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

Section 19.5 Consultant Responsibility and Debarment

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

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

The Housing Authority may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Housing Authority, (2) committed any act or omission which

negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

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

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

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

Section 20.0 Remedies

a. The rights and remedies of the Housing Authority provided for under this contract are in addition to any other rights and remedies provided by law.

b. The Housing Authority may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

c. The rights and remedies of the Housing Authority under this Agreement are in addition to any right or remedy provided by California law.

Section 21.0 Compliance with Jury Service Program

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

service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

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

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

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

Section 22.0 Certification Regarding Lobbying

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

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

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

Section 23.0 Safety Standards and Accident Prevention

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

Section 24.0 Drug Free Workplace Act of the State of California

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

Section 25.0 Severability

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

Section 26.0 Interpretation

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

Section 27.0 Waiver

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

Neither the Housing Authority 's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of

this Agreement, and the Consultant shall be and remain liable to the Housing Authority in accordance with applicable law for all damages to Housing Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Section 28.0 Housing Authority's Quality Assurance Plan

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

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

Section 29.0 Agreement Evaluation and Review

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

Section 30.0 Adherence to the Housing Authority's Child Support Compliance Program

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

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

Section 30.1 Termination for Breach of Warranty to Maintain Compliance with the Housing Authority's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 30.0 "Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Housing Authority under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Housing Authority's Board of Commissioners may terminate this Agreement.

Section 30.2 Post L.A.'s Most Wanted Parents List

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

Section 31.0 Access and Retention of Records

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

Section 32.0 Copyright

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

Section 33.0 Patent Rights

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

Section 34.0 Use of Recycled-Content Paper Products

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

Section 35.0 Notices

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

Consultant: Said Hilmy, Ph.D., SE, President.
IDS Group, Inc.
Structural Engineers
1 Peters Canyon Road, Suite 140
Irvine, CA 92606

Housing Authority:
Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Section 36.0 Federal Earned Income Credit

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

Section 37.0 Greater Avenues for Independence (GAIN) and GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)

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

Section 38.0 Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each sub consultant to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

The Consultant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Housing Authority's policy to encourage all Housing Authority Consultants to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub consultants, if any, to post this poster in a prominent position in the sub consultant's place of business. The Consultant and its sub consultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

Section 39.0 Conflict of Interest

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

Section 40.0 Amendments

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

Section 41.0 Consultant's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Consultant's to complete the Charitable Contributions Certification as included in Attachment C, the Housing Authority seeks to ensure that all Housing Authority consultant's that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor 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.

Section 42.0 Entire Agreement

This Agreement, including the attachments listed below consists of **33** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Housing Authority and contains all the covenants and agreements between the parties with respect to such retention.

A. Billing Rates
B. Safely Surrendered Baby Law and Poster

//Signature page

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

OWNER

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

_____

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.

County Counsel

By: Paul T. Hanson

Deputy

CONSULTANT
IDS GROUP, INC.

License Number #3680,

BY: _____

SAID HILMY, Ph.D., SE

Title: PRESIDENT

Date: 2-8-08

BUSINESS ADDRESS

1 Peters Canyon Road, Suite 140

Irvine, CA 92606

Telephone: (949) 387-8500

FAX: (949) 387-0800

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ARCHITECTURAL, ENGINEERING & ELEVATOR AGREEMENT FOR MARINA I and II SENIOR HOUSING DEVELOPMENT FOUR ELEVATORS PROJECT

Agreement for Professional Services

Between

The Housing Authority of the County of Los Angeles

And

IDS GROUP, INC.

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Section 1.0 Recital

This Agreement is made and entered into this _____ day of March 2008 by and between the Housing Authority of the County of Los Angeles, hereinafter called "**Housing Authority**" and IDS Group, Inc., hereinafter called "**Consultant**."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Housing Authority to retain the services of this Consultant for elevator, architectural, structural, mechanical, electrical and plumbing engineering services including modernization of four elevators at the Marina I and II Senior Housing Development as consultant to Housing Authority, Construction Management Division. The project is located at 3401 Via Dolce, Marina Del Rey, CA. in the unincorporated areas of Los Angeles County.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for a two (2) year duration, with the option to renew for one (1) additional year, unless sooner terminated or extended in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

Section 4.0 Consultant Responsibilities

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

Section 4.1 Scope of Work

Perform all engineering and design work related to or required for the performance of this contract and as itemized below.

DESIGN THROUGH PLAN CHECK PHASE

A. Prepare designs, plans, calculations, and specifications under this contract including removal, retrofit and modernization of four elevators for existing buildings;
   1. Field verify Marina I and II housing development existing drawings.
   2. Regenerate the floor plans and site plan background
   3. Prepare architectural design drawings for modernization of elevators; including ADA compliance requirements.
   4. Prepare structural design and construction drawings for modernization of elevators; including verification of structural support / loading for pit floor and guide rail connections.
   5. Prepare plumbing design and construction drawings for modernization of elevators; including new sump pumps to remove water from elevator pits, elevator pit water infiltration mitigation.
   6. Prepare electrical design and construction drawings for modernization of elevators; including 110v for cab lighting and dedicated phone line to machine room, power, lighting and connections for elevators, elevators machines, and elevator pit sump pumps.
   7. Prepare mechanical design and construction drawings for modernization of elevators including alarmed containment tank for pit pumps and ventilation requirements.
   8. Prepare fire alarm interface for modernization of elevators.
   9. Coordinate, review and evaluate design and construction drawings
   10. Coordinate, review and evaluate shop drawings provided by Sub Contractor Lerch, Bates & Associates, Inc. (elevator consultants).

   11. Perform site investigations; research and written summaries and quality control reviews of existing plans, documents, and data; including all engineering and design work related to the performance of this contract, and any other elements or factors that might affect the project.

A. Meet with Owner's representatives to finalize the design scope of work and intent. Attend two review-meetings with Owner's Representative during project design.

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

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

D. Prepare schematic design modernization of elevators.

E. Present the schematic designs to multiple audiences which may include Housing Authority staff, the Board of Commissioners and its

representatives, residents, community groups, such as the resident council, housing management, and construction management divisions.

F. Refine the schematic designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from different schemes into final design. Complete design development, construction documents, bidding, and construction administration phases.

G. Design the new project, drawn to scale. Construction documents are to be prepared in AutoCad version 14 or higher or a newer version of AutoCAD.

H. Design shall include accessibility improvements required by code as applicable to the modernization of four elevators systems.

I. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure during construction.

J. Produce written specifications in CSI 16-division format that will be compiled with Division 1 specifications to be provided by the Owner's Representative.

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

L. **Plan Check**: Prepare all information and documents necessary for plan check. Submit for the Owner's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:

   a. Schematic Design.
   b. Design Development Completion.
   c. Construction Documents at 50% completion.
   d. Construction Documents at 90% completion.

   Finally, submit for plan check to all authorities having jurisdiction over the projects including but not limited to Building and Safety and Los Angeles County Fire Department. Prepare all calculations and in-person submittals. Complete all required corrections including those of any sub-consultants 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.

M. **Cost Estimates**: Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design

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

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

BIDDING PHASE

A. Prepare a bid package for the project so that the Owner can advertise and bid the project. Provide two sets of complete approved construction documents and specifications to the Owner. The cost of reproducing these documents is included in the Consultant's basic fee.
B. Attend Pre-bid walk through and answer any questions.
C. Issue addendum.
D. Review bids and make recommendation to the Owner.

CONSTRUCTION ADMINISTRATION PHASE

A. Change Order Analysis: Review contractors' change order requests and determine eligibility and reasonableness of items and cost.

B. Inspections: Conduct site inspection/visits for the purpose of making observations regarding the installation, progress, and conformance to the contract documents.

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

1. Attend Pre-Construction Conference meeting with Contractor, Owner's Representative, and Construction Management Representative.

2. During the construction phase, at the request of the Owner's Representative, attend site construction progress meetings, (not to exceed six construction progress meetings), and provide reports of work with Contractor, Owner's Representative, and Construction Management Representative. (The fee for construction meeting is specified in Attachment A)

3. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), alternates (5 days), requests for information (3 days), project

schedule (5 days), substitutions (5 days), and closeout submittals (5 days).

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

5. Conduct inspections/site visits to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Owner's Representative. Site visits can coincide with construction progress meetings.

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

7. Consult with other Consultants and Owner's Representative; Conduct Final Inspection with Contractor and Owner's Representative to verify and assure that all aspects of installation have been satisfactorily completed per contract documents, codes, and regulations; and provide Certifications;

8. Prepare As built drawings.

9. Conduct final punch list meeting.

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

E. Other engineering and design work related to, required for, or incidental to the performance of this contract, by the Consultant's own expert staff, or sub-consultants, where required.

Section 4.2 Standard of Care

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

with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

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

Section 4.3 Reproduction of Final Documents

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

Section 4.4 Changes Required

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

Section 4.5 Project Schedule

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed under this Agreement.

Section 5.0 Consultant's Personnel and Sub consultants

The Consultant's employees and sub consultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees: IDS Group, Inc

Principal-in-Charge: Said Hilmy, Ph.D., SE
Architect: Robert Freeman

Subconsultants:

Elevator Consultant: Lerch, Bates, Inc.
Project Manager: George D. Spence
Field Engineer: John L. Hollinger, Jr.
Design Applications: Michael Edson, RA

Electrical Engineer: OMB Engineers
HVAC Engineer: FT Andrews, Inc.
Plumbing Engineer: FT Andrews, Inc.

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Housing Authority or under the Housing Authority supervision or control. This Agreement is by and between the Consultant and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Housing Authority and the Consultant.
The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

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

Section 5.2 Successor and Assignment

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

Section 5.3 Employees of Consultant

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

Professional Conduct: The Housing Authority does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or sub consultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Consultant's employees, agents or sub consultants providing services for the Housing Authority. The Consultant assumes all liability for the

actions of the Consultant's employees, agents or sub consultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

Section 5.4 Subcontracting

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

Section 6.0 Responsibilities of the Housing Authority

a. The Housing Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.

b. The Housing Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Housing Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

c. Housing Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

d. The Housing Authority's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

e. The Housing Authority 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 Housing Authority. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Housing Authority are the proprietary and confidential property of the Housing Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Housing Authority upon completion of the project.

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

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

Section 7.0 Release of News Information

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

Section 8.0 Confidentiality of Reports

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

Section 9.0 Compensation; Contract Type and Payment – not-to-exceed

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **EIGHTY ONE THOUSAND, EIGHT HUNDRED EIGHTY FIVE DOLLARS AND ZERO CENTS** **$81,885.00** as per the rates described in the Breakdown Fee Schedule, Attachment A, attached hereto and incorporated herein. These amounts include the cost of all services including those of the sub consultants identified in Section 5.0, above.
Additionally, any contract amendment or combination of amendments that might result in a total adjusted contract sum of Fifty Thousand Dollars ($50,000) or above per calendar year must first be approved by the to the Board of Commissioners of the Housing Authority.

SECTION 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by the Housing Authority.

SECTION 11.0 Notice to Proceed

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

Section 12.0 Payment Schedule

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

Consultant shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from Consultant.

Section 13.0 Source and Appropriation of Funds

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

Section 14.0 Conflict of Interest

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

Section 15.0 The Housing Authority Ownership of Documents

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Housing Authority upon their approval in writing by the Housing Authority 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 Housing Authority of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 Indemnification

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

Section 17.0 Insurance

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

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

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

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

The Housing Authority of the County of Los Angeles, The Community Development Commission of the County of Los Angeles, The County of Los Angeles, their officials, agents, and

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

B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars ($1,000,000) aggregate per claim.

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

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

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

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Housing Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Housing Authority.

The Housing Authority reserves the right to require complete certified copies of all said polices at any time. Any modification or waiver of the insurance requirements here in shall only be made with the written approval of the Housing Authority's Risk Manager or designee.

Any self-insurance program and self-insured retention must be separately approved in writing by the Housing Authority.

All coverage for sub consultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.

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

Section 18.0 Compliance with Laws

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

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

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

Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Sub consultants, and Consultants)

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

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

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice,

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

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

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

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

Section 19.0 Suspension and Termination

Section 19.1 Suspension

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

19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by the Housing Authority Contracting Officer.

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

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

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

19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of the Housing Authority upon written notice to the Consultant.

Section 19.2 Termination for Convenience of the Housing Authority

a. The Housing Authority reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. The Housing Authority will pay Consultant termination expenses subject to the Housing Authority's rights of recoupment, set-off and withholding.

b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of

this Agreement, whether complete or in process, as may have been accumulated by Consultant.

c. The Housing Authority may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to the Housing Authority for any excess costs incurred by the Housing Authority in completing the scope of work of this Agreement.

d. Consultant shall assign the contracts of its consultants and/or their sub consultants to the Housing Authority, to the extent requested by the Housing Authority.

Section 19.3 Termination for Cause and / or Default

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

A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.

B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Housing Authority. 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 the Housing Authority shall have the power to suspend or terminate the operations of the Consultant in whole or in part.

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

D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate

any of the covenants, agreements, or stipulations of this Agreement, the Housing Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Housing Authority's rights of recoupment, cut-off, and withholding.

Section 19.4 Termination for Improper Consideration

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

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

Section 19.5 Consultant Responsibility and Debarment

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

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

The Housing Authority may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Housing Authority, (2) committed any act or omission which

negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

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

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

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

Section 20.0 Remedies

a. The rights and remedies of the Housing Authority provided for under this contract are in addition to any other rights and remedies provided by law.

b. The Housing Authority may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

c. The rights and remedies of the Housing Authority under this Agreement are in addition to any right or remedy provided by California law.

Section 21.0 Compliance with Jury Service Program

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

service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

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

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

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

Section 22.0 Certification Regarding Lobbying

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

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

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

Section 23.0 Safety Standards and Accident Prevention

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

Section 24.0 Drug Free Workplace Act of the State of California

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

Section 25.0 Severability

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

Section 26.0 Interpretation

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

Section 27.0 Waiver

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

Neither the Housing Authority 's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of

this Agreement, and the Consultant shall be and remain liable to the Housing Authority in accordance with applicable law for all damages to Housing Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Section 28.0 Housing Authority's Quality Assurance Plan

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

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

Section 29.0 Agreement Evaluation and Review

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

Section 30.0 Adherence to the Housing Authority's Child Support Compliance Program

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

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

Section 30.1 Termination for Breach of Warranty to Maintain Compliance with the Housing Authority's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 30.0 "Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Housing Authority under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Housing Authority's Board of Commissioners may terminate this Agreement.

Section 30.2 Post L.A.'s Most Wanted Parents List

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

Section 31.0 Access and Retention of Records

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

Section 32.0 Copyright

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

Section 33.0 Patent Rights

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

Section 34.0 Use of Recycled-Content Paper Products

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

Section 35.0 Notices

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

Consultant: Said Hilmy, Ph.D., SE, President.
IDS Group, Inc.
Structural Engineers
1 Peters Canyon Road, Suite 140
Irvine, CA 92606

Housing Authority:
Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Section 36.0 Federal Earned Income Credit

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

Section 37.0 Greater Avenues for Independence (GAIN) and GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)

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

Section 38.0 Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each sub consultant to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

The Consultant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Housing Authority's policy to encourage all Housing Authority Consultants to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub consultants, if any, to post this poster in a prominent position in the sub consultant's place of business. The Consultant and its sub consultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

Section 39.0 Conflict of Interest

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

Section 40.0 Amendments

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

Section 41.0 Consultant's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Consultant's to complete the Charitable Contributions Certification as included in Attachment C, the Housing Authority seeks to ensure that all Housing Authority consultant's that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor 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.

Section 42.0 Entire Agreement

This Agreement, including the attachments listed below consists of **33** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Housing Authority and contains all the covenants and agreements between the parties with respect to such retention.

A. Billing Rates
B. Safely Surrendered Baby Law and Poster

//Signature page

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

OWNER

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

_____

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.

County Counsel

By: Paul T. Hanson

Deputy

CONSULTANT
IDS GROUP, INC.

License Number #3680,

BY: _____

SAID HILMY, Ph.D., SE

Title: PRESIDENT

1/12/2008

Date: _____

BUSINESS ADDRESS

1 Peters Canyon Road, Suite 140

Irvine, CA 92606

Telephone: (949) 387-8500

FAX: (949) 387-0800

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ARCHITECTURAL, ENGINEERING & ELEVATOR AGREEMENT FOR PALM SENIOR HOUSING DEVELOPMENT TWO ELEVATORS PROJECT

Agreement for Professional Services

Between

The Housing Authority of the County of Los Angeles

And

IDS GROUP, INC.

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Section 1.0 Recital

This Agreement is made and entered into this _____ day of March 2008 by and between the Housing Authority of the County of Los Angeles, hereinafter called "**Housing Authority**" and IDS Group, Inc., hereinafter called "**Consultant**."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Housing Authority to retain the services of this Consultant for elevator, architectural, structural, mechanical, electrical and plumbing engineering services including modernization of four elevators at the Palm Senior Housing Development as consultant to Housing Authority, Construction Management Division. The project is located at 959 Palm Ave., West Hollywood, CA. in the unincorporated areas of Los Angeles County.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for a two (2) year duration, with the option to renew for one (1) additional year, unless sooner terminated or extended in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

Section 4.0 Consultant Responsibilities

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

Section 4.1 Scope of Work

Perform all engineering and design work related to or required for the performance of this contract and as itemized below.

DESIGN THROUGH PLAN CHECK PHASE

A. Prepare designs, plans, calculations, and specifications under this contract including removal, retrofit and modernization of four elevators for existing buildings;
   1. Field verify Palm housing development existing drawings.
   2. Regenerate the floor plans and site plan background
   3. Prepare architectural design drawings for modernization of elevators; including ADA compliance requirements.
   4. Prepare structural design and construction drawings for modernization of elevators; including verification of structural support / loading for pit floor and guide rail connections.
   5. Prepare plumbing design and construction drawings for modernization of elevators; including new sump pumps to remove water from elevator pits, elevator pit water infiltration mitigation.
   6. Prepare electrical design and construction drawings for modernization of elevators; including 110v for cab lighting and dedicated phone line to machine room, power, lighting and connections for elevators, elevators machines, and elevator pit sump pumps.
   7. Prepare mechanical design and construction drawings for modernization of elevators including alarmed containment tank for pit pumps and ventilation requirements.
   8. Prepare fire alarm interface for modernization of elevators.
   9. Coordinate, review and evaluate design and construction drawings
   10. Coordinate, review and evaluate shop drawings provided by Sub Contractor Lerch, Bates & Associates, Inc. (elevator consultants).

   11. Perform site investigations; research and written summaries and quality control reviews of existing plans, documents, and data; including all engineering and design work related to the performance of this contract, and any other elements or factors that might affect the project.

A. Meet with Owner's representatives to finalize the design scope of work and intent. Attend two review-meetings with Owner's Representative during project design.

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

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

D. Prepare schematic design modernization of elevators.

E. Present the schematic designs to multiple audiences which may include Housing Authority staff, the Board of Commissioners and its

representatives, residents, community groups, such as the resident council, housing management, and construction management divisions.

F. Refine the schematic designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from different schemes into final design. Complete design development, construction documents, bidding, and construction administration phases.

G. Design the new project, drawn to scale. Construction documents are to be prepared in AutoCad version 14 or higher or a newer version of AutoCAD.

H. Design shall include accessibility improvements required by code as applicable to the modernization of two elevators systems.

I. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure during construction.

J. Produce written specifications in CSI 16-division format that will be compiled with Division 1 specifications to be provided by the Owner's Representative.

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

L. **Plan Check**: Prepare all information and documents necessary for plan check. Submit for the Owner's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:

   a. Schematic Design.
   b. Design Development Completion.
   c. Construction Documents at 50% completion.
   d. Construction Documents at 90% completion.

   Finally, submit for plan check to all authorities having jurisdiction over the projects including but not limited to Building and Safety and Los Angeles County Fire Department. Prepare all calculations and in-person submittals. Complete all required corrections including those of any sub-consultants 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.

M. **Cost Estimates**: Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design

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

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

BIDDING PHASE

A. Prepare a bid package for the project so that the Owner can advertise and bid the project. Provide two sets of complete approved construction documents and specifications to the Owner. The cost of reproducing these documents is included in the Consultant's basic fee.
B. Attend Pre-bid walk through and answer any questions.
C. Issue addendum.
D. Review bids and make recommendation to the Owner.

CONSTRUCTION ADMINISTRATION PHASE

A. Change Order Analysis: Review contractors' change order requests and determine eligibility and reasonableness of items and cost.

B. Inspections: Conduct site inspection/visits for the purpose of making observations regarding the installation, progress, and conformance to the contract documents.

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

1. Attend Pre-Construction Conference meeting with Contractor, Owner's Representative, and Construction Management Representative.

2. During the construction phase, at the request of the Owner's Representative, attend site construction progress meetings, (not to exceed six construction progress meetings), and provide reports of work with Contractor, Owner's Representative, and Construction Management Representative. (The fee for construction meeting is specified in Attachment A)

3. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), alternates (5 days), requests for information (3 days), project

schedule (5 days), substitutions (5 days), and closeout submittals (5 days).

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

5. Conduct inspections/site visits to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Owner's Representative. Site visits can coincide with construction progress meetings.

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

7. Consult with other Consultants and Owner's Representative; Conduct Final Inspection with Contractor and Owner's Representative to verify and assure that all aspects of installation have been satisfactorily completed per contract documents, codes, and regulations; and provide Certifications;

8. Prepare As built drawings.

9. Conduct final punch list meeting.

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

E. Other engineering and design work related to, required for, or incidental to the performance of this contract, by the Consultant's own expert staff, or sub-consultants, where required.

Section 4.2 Standard of Care

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

with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

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

Section 4.3 Reproduction of Final Documents

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

Section 4.4 Changes Required

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

Section 4.5 Project Schedule

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed under this Agreement.

Section 5.0 Consultant's Personnel and Sub consultants

The Consultant's employees and sub consultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees: IDS Group, Inc

Principal-in-Charge: Said Hilmy, Ph.D., SE
Architect: Robert Freeman

Subconsultants:

Elevator Consultant: Lerch, Bates, Inc.
Project Manager: George D. Spence
Field Engineer: John L. Hollinger, Jr.
Design Applications: Michael Edson, RA

Electrical Engineer: OMB Engineers
HVAC Engineer: FT Andrews, Inc.
Plumbing Engineer: FT Andrews, Inc.

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Housing Authority or under the Housing Authority supervision or control. This Agreement is by and between the Consultant and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Housing Authority and the Consultant.
The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

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

Section 5.2 Successor and Assignment

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

Section 5.3 Employees of Consultant

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

Professional Conduct: The Housing Authority does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or sub consultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Consultant's employees, agents or sub consultants providing services for the Housing Authority. The Consultant assumes all liability for the

actions of the Consultant's employees, agents or sub consultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

Section 5.4 Subcontracting

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

Section 6.0 Responsibilities of the Housing Authority

a. The Housing Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.

b. The Housing Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Housing Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

c. Housing Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

d. The Housing Authority's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

e. The Housing Authority 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 Housing Authority. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Housing Authority are the proprietary and confidential property of the Housing Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Housing Authority upon completion of the project.

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

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

Section 7.0 Release of News Information

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

Section 8.0 Confidentiality of Reports

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

Section 9.0 Compensation; Contract Type and Payment – not-to-exceed

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **FOURTY THREE THOUSAND, SEVEN HUNDRED FIFTEEN DOLLARS AND ZERO CENTS $43,715.00** as per the rates described in the Breakdown Fee Schedule, Attachment A, attached hereto and incorporated herein. These amounts include the cost of all services including those of the sub consultants identified in Section 5.0, above.
Additionally, any contract amendment or combination of amendments that might result in a total adjusted contract sum of Fifty Thousand Dollars ($50,000) or above per calendar year must first be approved by the to the Board of Commissioners of the Housing Authority.

SECTION 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by the Housing Authority.

SECTION 11.0 Notice to Proceed

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

Section 12.0 Payment Schedule

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

Consultant shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from Consultant.

Section 13.0 Source and Appropriation of Funds

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

Section 14.0 Conflict of Interest

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

Section 15.0 The Housing Authority Ownership of Documents

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Housing Authority upon their approval in writing by the Housing Authority 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 Housing Authority of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 Indemnification

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

Section 17.0 Insurance

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

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

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

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

The Housing Authority of the County of Los Angeles, The Community Development Commission of the County of Los Angeles, The County of Los Angeles, their officials, agents, and

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

B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars ($1,000,000) aggregate per claim.

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

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

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

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Housing Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Housing Authority.

The Housing Authority reserves the right to require complete certified copies of all said polices at any time. Any modification or waiver of the insurance requirements here in shall only be made with the written approval of the Housing Authority's Risk Manager or designee.

Any self-insurance program and self-insured retention must be separately approved in writing by the Housing Authority.

All coverage for sub consultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.

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

Section 18.0 Compliance with Laws

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

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

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

Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Sub consultants, and Consultants)

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

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

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice,

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

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

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

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

Section 19.0 Suspension and Termination

Section 19.1 Suspension

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

19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by the Housing Authority Contracting Officer.

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

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

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

19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of the Housing Authority upon written notice to the Consultant.

Section 19.2 Termination for Convenience of the Housing Authority

a. The Housing Authority reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. The Housing Authority will pay Consultant termination expenses subject to the Housing Authority's rights of recoupment, set-off and withholding.

b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of

this Agreement, whether complete or in process, as may have been accumulated by Consultant.

c. The Housing Authority may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to the Housing Authority for any excess costs incurred by the Housing Authority in completing the scope of work of this Agreement.

d. Consultant shall assign the contracts of its consultants and/or their sub consultants to the Housing Authority, to the extent requested by the Housing Authority.

Section 19.3 Termination for Cause and / or Default

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

A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.

B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Housing Authority. 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 the Housing Authority shall have the power to suspend or terminate the operations of the Consultant in whole or in part.

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

D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate

any of the covenants, agreements, or stipulations of this Agreement, the Housing Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Housing Authority's rights of recoupment, cut-off, and withholding.

Section 19.4 Termination for Improper Consideration

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

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

Section 19.5 Consultant Responsibility and Debarment

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

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

The Housing Authority may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Housing Authority, (2) committed any act or omission which

negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

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

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

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

Section 20.0 Remedies

a. The rights and remedies of the Housing Authority provided for under this contract are in addition to any other rights and remedies provided by law.

b. The Housing Authority may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

c. The rights and remedies of the Housing Authority under this Agreement are in addition to any right or remedy provided by California law.

Section 21.0 Compliance with Jury Service Program

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

service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

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

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

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

Section 22.0 Certification Regarding Lobbying

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

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

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

Section 23.0 Safety Standards and Accident Prevention

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

Section 24.0 Drug Free Workplace Act of the State of California

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

Section 25.0 Severability

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

Section 26.0 Interpretation

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

Section 27.0 Waiver

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

Neither the Housing Authority 's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of

this Agreement, and the Consultant shall be and remain liable to the Housing Authority in accordance with applicable law for all damages to Housing Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Section 28.0 Housing Authority's Quality Assurance Plan

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

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

Section 29.0 Agreement Evaluation and Review

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

Section 30.0 Adherence to the Housing Authority's Child Support Compliance Program

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

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

Section 30.1 Termination for Breach of Warranty to Maintain Compliance with the Housing Authority's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 30.0 "Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Housing Authority under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Housing Authority's Board of Commissioners may terminate this Agreement.

Section 30.2 Post L.A.'s Most Wanted Parents List

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

Section 31.0 Access and Retention of Records

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

Section 32.0 Copyright

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

Section 33.0 Patent Rights

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

Section 34.0 Use of Recycled-Content Paper Products

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

Section 35.0 Notices

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

Consultant: Said Hilmy, Ph.D., SE, President.
IDS Group, Inc.
Structural Engineers
1 Peters Canyon Road, Suite 140
Irvine, CA 92606

Housing Authority:
Maria Badrakhan, Contracting Officer
The Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Section 36.0 Federal Earned Income Credit

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

Section 37.0 Greater Avenues for Independence (GAIN) and GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)

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

Section 38.0 Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each sub consultant to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

The Consultant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Housing Authority's policy to encourage all Housing Authority Consultants to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub consultants, if any, to post this poster in a prominent position in the sub consultant's place of business. The Consultant and its sub consultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

Section 39.0 Conflict of Interest

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

Section 40.0 Amendments

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

Section 41.0 Consultant's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Consultant's to complete the Charitable Contributions Certification as included in Attachment C, the Housing Authority seeks to ensure that all Housing Authority consultant's that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor 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.

Section 42.0 Entire Agreement

This Agreement, including the attachments listed below consists of **33** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Housing Authority and contains all the covenants and agreements between the parties with respect to such retention.

A. Billing Rates
B. Safely Surrendered Baby Law and Poster

//Signature page

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

OWNER

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

_____

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.

County Counsel

By: _____

Deputy

CONSULTANT
IDS GROUP, INC.

License Number #3680,

BY: _____

SAID HILMY, Ph.D., SE

Title: PRESIDENT

Date: 2-8-08

BUSINESS ADDRESS

1 Peters Canyon Road, Suite 140

Irvine, CA 92606

Telephone: (949) 387-8500

FAX: (949) 387-0800

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.