COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Gloria Molina
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Zev Yaroslavsky
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Michael D. Antonovich
Commissioners

January 13, 2009

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

Dear Commissioners:

APPROVE ARCHITECTURAL SERVICES CONTRACT FOR THE HILLGROVE COMMUNITY CENTER PROJECT (DISTRICT 4) (3 VOTE)

SUBJECT

This letter requests approval an of Architectural Services Contract with Widom Wein Cohen O'Leary Terasawa Architects for services required to develop a master site plan for a community center and related improvements at the proposed Hillgrove Community Center site located in unincorporated Hacienda Heights.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of this Contract for architectural services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action is not defined as a project under CEQA.

2. Approve and authorize the Acting Executive Director to execute an Architectural Services Contract (Contract) in the total amount of up to $220,433 between the Community Development Commission (Commission) and Widom Wein Cohen O'Leary Terasawa Architects (Consultant), to provide planning, design and related services required to develop a master site plan for the Hillgrove Community Center project located at 1234 Valencia Avenue in unincorporated Hacienda Heights.

3. Authorize the Acting Executive Director to execute all necessary administrative amendments to the Contract, as well as any other required

documents to increase the above compensation amount by up to $55,108, following approval as to form by County Counsel, to provide for any unforeseen project costs using the same source of funds.

PURPOSE/JUSTIFICITION OF RECOMMENDED ACTION:

The purpose of this action is to award an Architectural Services Contract to provide for entitlement research, site assessments and environmental evaluation, community outreach, planning, design and related predevelopment services required to develop a master site plan for a community center and other related recreational and public improvements at the proposed Hillgrove Community Center site located in unincorporated Hacienda Heights.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund.

On October 7, 2008, the Commission accepted $500,000 from the Puente Hills Landfill - Community Benefit and Environmental Trust Fund for costs related to the Hillgrove Community Center project. The Contract will be funded with $220,433 of these funds. In addition, a 25 percent contingency, in the amount of $55,108, is being set aside for any needed, unforeseen services using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In April 2008, the Fourth Supervisorial District requested that the Commission provide planning, development, project and construction management services for the development of the Hillgrove Community Center project. On October 7, 2008, your Board approved the acceptance of $500,000 from the Puente Hills Landfill – Community Benefit and Environmental Trust Funds into the Commission's Fiscal Year 2008-2009 budget for this purpose. A portion of these funds will be used to pay for architectural services required to develop a master site plan for the project.

The Hacienda Heights community has a significant need for a community center for group activities, social support, public information, and other active recreational space. The Consultant will provide design and other predevelopment services required to prepare a master site plan that addresses the community's needs. The Contract shall remain in full force until completion of the final master plan design.

The Hillgrove Community Center project will be located on a nine-acre site located at 1234 Valencia Avenue in Hacienda Heights. The Hacienda La Puente Unified School District (School District) currently owns the land. The property has not been used for K-12 classroom purposes for more than ten years and the District's governing board has determined that it will not be needed in the foreseeable future. Under separate cover,

the Chief Executive Office will be recommending that the County of Los Angeles enter into an option agreement for a ground lease and joint use agreement with the School District. The master site plan will be completed during the option period, and should the County determine to move forward with the project and exercise its option, the County will lease the land from the School District to develop the above project to be used jointly for community purposes.

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

CONTRACTING PROCESS:

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

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

On September 30 and October 1 2008, Commission staff and County staff reviewed and interviewed the four highest ranking firms and agreed that Widom Wein Cohen O'Leary Terasawa Architects was the most qualified for the purpose of this project. In November 2008, a fee and scope of services was agreed upon by the Commission and the Consultant. The Summary of Outreach Activities is provided with this letter as Attachment A.

ENVIRONMENTAL DOCUMENTATION:

The action is not subject to the provisions CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

The proposed Contract will provide services necessary to complete the master site plan for consideration of the proposed development of the Hillgrove Community Center project and related recreational and public improvements intended to serve the residents of the unincorporated Hacienda Heights community.

Respectfully submitted,

Bobbette A. Glover
for CORDE CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Request for Statements of Qualifications (RFSQ) for Design Services

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

A. Newspaper Advertising

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

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

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

B. Distribution of RFSQs

The Commission's vendor list was used to mail out the RFSQ to 316 architectural and engineering firms, of which 240 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 139 RFSQs were requested and distributed by the Commission.

C. Pre-submittal conference

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

D. Statements of Qualifications (SOQs)

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

E. Review of SOQs

From June 2008 to July 2008, a review panel consisting of Commission staff reviewed the 29 SOQs and ranked each firm independently. In August 2008. Commission staff developed and approved a short list of 25 qualified firms. In September 2008, a review panel consisting of Commission staff selected the four highest ranking firms, including Carde Ten Architect, Martinez Architects, Osborne Architects, and Widom Wein Cohen O'Leary Terasawa Architects. On September 30 and October 1 2008, Commission and County staff reviewed and interviewed these four firms and agreed that Widom Wein Cohen O'Leary Terasawa Architects was the most qualified for the purpose of this project, and therefore selected this firm.

Widom Wein Cohen O'Leary Terasawa Architects was then invited to submit a formal fee proposal based on the outline scope of work, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee is $220,433.00

F. Participation of Minorities and Women – Selected Architect

Name	Ownership	Employees
Widom Wein Cohen O'Leary Terasawa Architects	Non-Minority	Total: 131 73 minorities 49 women 56% minority 37% women

G. Participation of Minorities and Women - Firms Not Selected

Ah'be	Minority	Total: 21 13 minorities 13 women 62% minority 62% women
Birba Group Architects	Minority	Total: 9 9 minorities 3 women 100% minority 33% women
Carde Ten Architects	Minority	Total: 19 12 minorities 7 women 63% minority 37% women

FSY Architects	Minority	Total: 13 8 minorities 2 women 62% minority 15% women
GMP Architects	Non-Minority	Total: 17 8 minorities 5 women 47% minority 29% women
Gonzalez/Goodale Architects	Non-Minority	Total: 41 39 minorities 11 women 95% minority 27% women
Harley Ellis Devereaux	Non-Minority	Total: 389 72 minorities 104 women 19% minority 27% women
Hill Partnership, Inc.	Non-Minority	Total: 40 15 minorities 13 women 38% minority 33% women
HMC Architects	Non-Minority	Total: 464 202 minorities 220 women 44% minority 47% women
Hodgetts-Fung Design/Architecture	Non-Minority	Total: 15 3 minorities 7 women 20% minority 47% women

IDS Group, Inc.	Non-Minority	Total:	50
		26	minorities
		11	women
		52%	minority
		22%	women
Katherine Spitz Associates, Inc.	Female	Total:	10
		3	minorities
		6	women
		30%	minority
		60%	women
Kennard Design Group	Minority/Female	Total:	10
		9	minorities
		4	women
		90%	minority
		40%	women
Ken Kurose Architect	Minority	Total:	4
		4	minorities
		1	woman
		100%	minority
		25%	women
Lewis / Schoeplein Architects	Female	Total:	7
		2	minorities
		4	women
		29%	minority
		57%	women
Luckman Partnership, Inc.	Non-Minority	Total:	12
		3	minorities
		4	women
		25%	minority
		33%	women
Martinez Architects, Inc.	Non-Minority	Total:	41
		37	minorities
		14	women
		90%	minority
		34%	women

Onyx Architects	Non-Minority	Total:	21
		7	minorities
		10	women
		33%	minority
		48%	women
Osborn Architects	Non-Minority	Total:	51
		22	minorities
		23	women
		43%	minority
		45%	women
Quatro Design Group	Minority	Total:	24
		20	minorities
		8	women
		83%	minority
		33%	women
Rachlin Architects	Non-Minority	Total:	14
		2	minorities
		1	woman
		28%	minority
		7%	women
RNL Design	Non-Minority	Total:	171
		29	minorities
		91	women
		17%	minority
		53%	women
The Albert Group Architects	Non-Minority	Total:	10
		4	minorities
		5	women
		40%	minority
		50%	women
Tucker Sadler	Non-Minority	Total:	40
		9	minorities
		13	women
		23%	minority
		33%	women

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

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

ARCHITECTURAL SERVICES CONTRACT

This Architectural Services Contract ("Contract") is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Widom Wein Cohen O'Leary Terasawa Architects, hereinafter referred to as "Consultant."

RECITALS

1. PURPOSE

The Commission and Consultant desire to enter into this Contract to enable Consultant to provide architectural services to the Commission upon the Commission's issuance of a notice to proceed ("Notice to Proceed") for the project defined below. The purpose of this Contract is to allow the Commission to retain the services of the Consultant to provide master planning design services, and any other services required for the expansion, development and construction and/or rehabilitation of the community center project located at 1234 Valencia Ave; Hacienda Heights, CA 91745 ("Project").

TERMS AND CONDITIONS

2. TERM

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

3. CONSULTANT'S RESPONSIBILITIES

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

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Commission with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Commission.

Employees:

Adrian O. Cohen
Andrea Cohen Gehring
Miguel Maio
Michael Ellars
Ben Levin
Gretchen Wahab
Kirk Stewart

Subconsultants:

TMAD Engineers Jonathan Sagherian (Civil Engineers)
Geotechnologies / Stanley Tang (Geotechnical)
Cumming Corporation / Philip Mathur (Cost Estimating Consultant)

4. RESPONSIBILITIES OF THE COMMISSION

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

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

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

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

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

The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder which are reasonably available to the Commission. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the Project.

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

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

5. NOTICE TO PROCEED

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

6. COMPENSATION

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

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

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

7. PAYMENT SCHEDULE

The Consultant shall submit invoices for compensation for each phase of the scope of Services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

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

8. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), the Board of Commissioners of the County of Los Angeles and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

9. SUSPENSION AND TERMINATION

9.1 Suspension

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

9.2 Termination for Convenience of the Commission

The Commission reserves the right to cancel this Contract in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Commission's reasonable discretion, in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Commission may take over the Services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of Services of this Contract.

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

9.3 Termination for Cause and / or Default

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

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

B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Consultant abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

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

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

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

9.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

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

10. ASSIGNMENT BY CONSULTANT

The Consultant shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved

delegate or assignee on any claim under this Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Consultant may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Consultant.

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

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

11. CONFIDENTIALITY OF REPORTS

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

12. SUBCONTRACTING

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

13. INSURANCE

Without limiting Consultant's indemnifications of the Commission provided in section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be

approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Suppliers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: (Hillgrove Community Center; 1234 Valencia Avenue, Hacienda Heights, CA 91745).

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

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

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

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

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

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

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-Policy Limit	$1,000,000
Disease-Each Employee	$1,000,000

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

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during

which the professional may be exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

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

14. INDEMNIFICATION

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

15. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission, or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract.

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

16. COMMISSION OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Commission upon the Commission's written approval of the Documents or upon the prior termination of the Consultant's Services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of the Documents. The Consultant shall retain a record copy for its own files.

17. INDEPENDENT CONSULTANT

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

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

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

18. EMPLOYEES OF CONSULTANT

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

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

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

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

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

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

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

21. POST MOST WANTED DELINQUENT PARENTS LIST

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

22. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the

Consultant. The Consultant's relationship to the Commission is solely as an independent contractor.

23. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

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

24. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

25. COMPLIANCE WITH LAWS

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

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

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

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

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

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

The Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

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

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

The Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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

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

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

26. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or

cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

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

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

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

29. CONSULTANT RESPONSIBILITY AND DEBARMENT

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

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

C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Consultant,

consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

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

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant has been debarred for a

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

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

30. COMPLIANCE WITH JURY SERVICE PROGRAM

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

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

such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

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

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

31. ACCESS AND RETENTION OF RECORDS

The Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

32. CONFLICT OF INTEREST

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

33. SEVERABILITY

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

34. INTERPRETATION

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

35. WAIVER

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

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

36. PATENT RIGHTS

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

37. COPYRIGHT

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

38. NOTICES

The Commission shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent

that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

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

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

The Commission:	DeAnn Johnson, Director Construction Management Division Community Development Commission 4800 E. Cesar E. Chavez Avenue Los Angeles, CA 90022
The Consultant:	Adrian O. Cohen Widom Wein Cohen O'Leary Terasawa Architects 3130 Wilshire Blvd Santa Monica, CA 90403

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

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to

voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

41. CONSULTANT'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

42. REMEDIES

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

43. RELEASE OF NEWS INFORMATION

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

44. CERTIFICATION REGARDING LOBBYING

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

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

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

45. CONTRACT EVALUATION AND REVIEW

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

46. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

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

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

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SIGNATURES

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

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
William K. Huang
Acting Executive Director

WIDOM WEIN COHEN O'LEARY TERASAWA
ARCHITECTS

By_____
Adrian O. Cohen
Partner

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

By_____
Paul Hansen
Deputy

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT DIVISION

By_____
DeAnn Johnson
Director

ATTACHMENT A

FEE SCHEDULE

ATTACHMENT A
FEE SCHEDULE FOR ARCHITECTURAL SERVICES

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of $220,433.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants in this Contract.

Forensic Investigation: $9,770
Consultants
- Geotechnical: $5,850
- Civil: $26,270
- Cost Estimate: $3,300
- Consultant Mark Up: $5,313

Programming: $30,450
Architectural Master Planning Fees
- Conceptual Master Plans (50%): $59,740
- Design Development of Selected Master Plan (30%): $35,844
- Final Master Plan (20%): $23,896

Reimbursables: $20,000
Total $220,433

In addition, extra services may subsequently be requested of the Consultant, subject to Commission review and approval. The architect may charge an hourly rate at the following rates below. However, these services must be negotiated and agreed to prior to commencing extra services that is not part of the original contract.

Partner in Charge: $220.00 per hour
Design Partner: $220.00 per hour
Senior Designer: $180.00
Project Manager: $220.00 per hour
PA / Code Analysis: $180.00 per hour
Junior Designer: $120.00 per hour
Senior Technical: $115.00 per hour
Techical: $95.00 per hour
Clerk: $60.00 per hour

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

ATTACHMENT B-1 & B-2

SCOPE OF SERVICES

ATTACHMENT B-1
SCOPE OF SERVICES

1.0 STATEMENT OF WORK

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintain many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

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

2.0 GENERAL REQUIREMENTS

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

2.1 Prepare civil engineer's survey (A.L.T.A.) documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, utilities, trees and any other items needed to properly prepare conceptual and technical drawings for the site and building design.

2.2 Prepare title reports as needed for preparing surveys.

2.3 Prepare geotechnical reports.

2.4 Attend community design presentations and covering community meetings

2.5 [Intentionally Left Blank]

2.6 [Intentionally Left Blank]

2.7 [Intentionally Left Blank]

2.8 [Intentionally Left Blank]

2.9 [Intentionally Left Blank]

2.10 [Intentionally Left Blank]

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

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

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

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Master Planning Services General Description

The Consultant shall perform and prepare any feasibility and conceptual planning studies requested. In summary, this includes, but is not limited to, items such as the following:

- 3.1.1 land use analysis
- 3.1.2 planning studies
- 3.1.3 site analysis
- 3.1.4 zoning research
- 3.1.5 community plan research
- 3.1.6 entitlement research
- 3.1.7 preparing conceptual planning options for sites, parks, open space, street planning, buildings and/or space use
- 3.1.8 graphic planning presentations and/or massing models
- 3.1.9 presenting such studies and findings at various agency meetings
- 3.1.10 need assessments

3.2 Master Planning Services Specific Work Scope

The Master Planning Services include those work items as described in ATTACHMENT B-2.

3.3 [Intentionally Left Blank]

3.4 [Intentionally Left Blank]

3.5 [Intentionally Left Blank]

3.6 Design Within Funding Limits

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

3.7 Standard of Care

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]).

Consultant shall accept the special relationship of trust and confidence established between it and Commission by this Contract.

The Consultant shall covenant to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Contract.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract.

The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

3.8 Project Schedule

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

The Consultant shall provide monthly updates as needed to track design progress, including design Consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

4.0 RESPONSIBILITIES

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

Commission

4.1 Personnel

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

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

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

4.2 Project Manager

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

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

4.2.3 The Consultant shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

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

4.3 Personnel

4.4.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be

authorized to act for the Consultant in every detail and must be able to communicate effectively.

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

4.4 Uniform / Identification

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

4.4.2 The Consultant's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.5 Materials and Equipment

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

4.6 Training

The Consultant shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7 Consultant's Office

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

4.8 Periodic Meetings

Consultant is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.0 HOURS / DAYS OF WORK

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

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

6.0 QUALITY CONTROL PLAN

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

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

7.0 QUALITY ASSURANCE PLAN

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

8.1 Performance Requirements Summary *(Exhibit 1)*

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

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance

- The fees/deductions to be assessed for each service that is not satisfactory

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

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

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

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

8.2 <u>Periodic Performance Reviews</u>

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

8.3 Contract Deficiency Notice

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

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

8.4 Commission Observations

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

9.0 ADDITION/DELETION OF SERVICES

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

EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Forensic Investigations (SOW Section 3.0)	Completion of Forensic Investigations	Receipt of report	Withhold payment for that service.
Consultants (SOW Section 3.0)	Completion of Consultant work	Receipt of reports or drawings	Withhold payment for that service.
Programming (SOW Section 3.0)	Completion of Programming	Receipt of report	Withhold payment for that service.
Conceptual Master Plans (SOW Section 3.0)	Completion of Conceptual Master Plans	Receipt of plans	Withhold payment for that service.
Design Development of Master Plan (SOW Section 3.0)	Completion of Design Development of Master Plan	Receipt of plans	Withhold payment for that service.
Reimbursables (SOW Section 3.0)	Items received	Purchase receipts, invoices, mileage claims, etc.	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.

ATTACHMENT B-2

Widom Wein Cohen
O'Leary Terasawa

Full-spectrum architecture
and design services

Chester A. Widom, FAIA
Adrian C. Cohen, FAIA, LEED
Andres Cohen Gehring, FAIA, LEED
Pamela Touschner, FAIA
Benjamin Levin, AIA, LEED
Dean J. Vlahos, AIA, CCCA, LEED
Thomas Cestarte, AIA
Jeff Grodsky, CID
Dennis T. Tanida, AIA, LEED
Christopher S. Mills, AIA
Kaveh Amirdelfan, AIA
Gary J. Gery, AIA
Miguel Maio, AIA

Rudolph V. DeChellis, FAIA
Takashi Shida, FAIA
Onofrio V. Bertolini, AIA, FARA
William Judge, AIA, LEED
Chengzhi Lu
David Sakaguchi, AIA, LEED
Sam Hanna
John Booker, AIA

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F 310.453.9432
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Riverside
Palm Springs
Modesto
Shanghai

~~November 30, 2008~~ *Revised December 5, 2008*

Mr. Bill Yee, Manager
Construction Management Division
Community Development Commission
4800 E. Cesar Chavez Avenue
Los Angeles, California 90022

Re: Revised Community Center Project - Master Plan Services
WWCOT Project No. 088138M

Dear Mr. Yee:

Thank you for the opportunity to submit this proposal for professional Architectural and Engineering services. The WWCOT team is assembled and ready to begin collaborating with the Construction Management Division of the Los Angeles County, Special Consultants, User Groups and the local Community in the development of a Master Plan for a project site of approximately 9 acres located at 1234 Valencia Avenue in Hacienda Heights, California.

1.0 Project Description

WWCOT understands that the Community Development Commission of the County of Los Angeles seeks to develop a Facilities Master Plan for current and potential future use that will include the following:

- Minimum intervention (preserving and/or re-using one, some or all buildings and/or providing some new construction). This option will include an estimate of probable cost per square footage for rehab of the structures that are to be reused.
- Maximum intervention (demolition of all buildings and providing completely new structures).
- Maximum site utilization, which is a study that evaluates the maximum square footage that can be built on the site based on Planning Department limits and constraints set by the School District having jurisdiction over the site. This study might also include underground parking and multiple new buildings or a more dense development for the Community Center, leaving surplus land for future development. Finally, it would also analyze potential public, private and partnership use opportunities.

2.0 Pre-Design Services-Administrative Organization

With the intention of clarifying the project program, roles and responsibilities, methods of communications and the establishment of a detailed schedule, WWCOT services will include:

2.1 Review and analyze all documents provided by the Community Development Commission of the County of Los Angeles.

2.2 Review the requirements of all public agencies having jurisdiction over the project.

2.3 Develop detail schedule for the purpose of monitoring the project scope and deliverables.

2.4 Coordination with in-house and retained consultants (Programming, Forensics, Geotechnical, Civil, and MEP).

2.5 Lead a kick off meeting to explain the Master Planning process to all stakeholders and others as selected by the Community Development Commission.

3.0 Forensics Services

3.1 Site assessment and review of existing client provided drawings for all structures on site.

3.2 Perform a limited non-destructive, visual on site investigation of all buildings to observe and report general overall deficiencies and the existing use and size of present structures.

3.3 In the event that the client chooses to maintain any structures, an in depth forensic evaluation will be conducted at that time as an additional service.

3.4 Prepare a narrative with photographs for documentation of the findings.

4.0 Programming Services

4.1 In order to prepare for an efficient project, the first step in understanding the needs and requirements for the Community Center is reviewing the existing documentation related to community and stakeholder outreach efforts completed to date. We understand that there have been information gathering sessions held in the past and it will be important to understand who has been involved to date and the types of information collected so that WWCOT can design a comprehensive and effective programming process.

4.2 If desired by the Community Center project team, WWCOT will make a presentation of similar Community Center facilities completed within the past few years to help focus the stakeholders and project team's vision of what is possible as well as what works and what doesn't.

4.3 WWCOT will utilize a combination of two to three workshops, focus groups, interviews and/or surveys to solicit the required needs assessment information from the varied stakeholder groups including community members of varied ages and cultural backgrounds, County of Los Angeles representatives, Community representatives, Community Center Staff, and others as identified. Proposed forums for soliciting information include but are not limited to:

- Workshops
- Focus Groups
- Interviews
- Surveys

4.4 The goal of the programming phase will be to:

- Identify the primary users of the Community Center;
- Define desired program elements, intended uses and efficiencies;
- Identify adjacency and functionality requirements of users and spaces;
- Prepare user scenarios that show how spaces are used sequentially on a regular basis (for example, daily, weekly, monthly and yearly); and
- Translate programmatic information into bubble diagrams and conceptual design.

4.5 The final space program will include the following quantitative and qualitative considerations:

- Assignable and gross square footage space requirements related to public spaces, staff work and support spaces, storage spaces, equipment requirements, etc.;
- Circulation assumptions; and
- Optimal program component adjacencies and efficiencies, staffs work flow, public service delivery, security, etc.

4.6 The Construction Management Division in collaboration with other County affiliated agencies will be responsible for coordinating and arranging the set up for the community meetings, including but not limited to the mailing and notifications for such meeting.

5.0 Master Plan Design Services

5.1 Upon Los Angeles County Community Development Commission approval of the Program Report, WWCOT will commence the Master Planning Phase. WWCOT will prepare a base map of the 1234 Valencia Avenue Property.

5.2 Develop conceptual Master Site Plans and Diagrams depicting the new building and planned open space based on items outlined in paragraph 1.0.

5.3 Include new facilities for pedestrians, autos and transit to accommodate Master Plan needs while mitigating possible impacts to the surrounding community.

5.4 Incorporate sustainable practices into the campus master plan; provide recommendations on how to build, where to locate buildings and what methods should be employed by a multi-discipline team to meet your goals on implementation, maintenance and operational processes that will result in a Silver LEED certified project.

By integrating "green" practices, the new facility will minimize the impact to the environment. In addition, "active" solutions will be outlined as to the feasibility to cost and return as well as to site and other constraints. The goal is to design sensitively to the environment in a "passive" and responsible way.

5.5 Provide a Master Planning book which will include the following:

- Narratives about Goals, History (if applicable and important to the design solutions), context of adjacent community, and a final recommendation and conclusion.
- Series of diagrams that outline environmental issues including; solar orientation, traffic, noise, access to site, circulation, opportunities and constraints of the site, and views if applicable.
- Regional maps, city and location site plan along with photographic essay of existing site and adjacent neighborhood.
- Study, research, and documentation of precedents for this type of development
- Schematic material and aesthetic recommendations and guidelines

- Coordination and implementation of design content from professional consultants including but not limited to civil, landscaping, lighting, signage and others.
- Collaborate with the Community Development Commission of the County of Los Angeles.

5.6 Make presentations of the Master Site plan at different phases to the Community Development Commission of the County of Los Angeles Team, The Hacienda /La Puente School District and other affiliated agencies having jurisdiction over the project for review, comments. The Community Development Division will coordinate with representatives from the affiliated agencies and interested parties to be present at the meetings

5.7 Revise schemes in accordance with the Community Development Commission of the County of Los Angeles comments.

5.8 Make a second presentation to the Community Development Commission of the County of Los Angeles Team for final approval.

5.9 Provide logistical support for community outreach and community meetings.

5.10 Incorporate modifications per community requests.

5.11 Deliverables will include: Concept Sketches; Illustrative Site Plan; Pedestrian Flow Diagram; Vehicular Flow Diagram; Site Section; Aerial 3D View; & Pedestrian scale renderings showing main buildings and open spaces.

6.0 Civil Engineering Services

6.1 Title Report Coordination
Procure Preliminary Title report from a selected Title Company to include all supporting documents. This effort will be coordinated between TMAD Taylor & Gaines (TTG), Civil and surveying sub-consultant, Guida Surveying, Inc.

6.2 Utility Research
TTG's Civil, Mechanical, and Electrical engineers will complete research on existing utilities of record with the Community and Utility Purveyors. Research will be conducted to obtain documents that cover the following systems: sewer, eater (fire and domestic), storm drain, gas, electric and communication.

6.3 Topo and Boundary Survey
Perform research at the County of Los Angeles offices to obtain all available survey data such as City street centerline tie notes, bench mark information and available utility mapping.

6.4 Filed Survey
Conduct a boundary survey to search and recover, or re-establish control points from researched data. Set and control Aerial Pre-marks. Conduct a survey to provide horizontal and vertical control of aerial targets from found control.

6.5 Aerial Photogrammetry
Mobilize, fly, photograph, develop and process, photo-identify aerial control pre-marks, and compile an aerial topo map at 1 "=20' scale to show surface culture, contour elevations, and existing utilities of record. A color ortho photo will be provided of the project site.

6.6 Supplemental Topographic Surveying
Perform design level topographic survey including 25 foot gross sections 100 feet northerly along Valencia Ave. and Turnbull Canyon Road and 100 foot westerly along Palm, Ave., all building comers, plannimetry adjacent to property lines, and all finish floors and building comers of existing buildings. Surface evidence of underground utilities including flow line inverts of gravity systems will be obtained where possible.

6.7 ALTA Survey and Composite Base Map
Provide total station data download and processing, initial ASCII file clean-up and review, preliminary map plotting, calculations, Title Report and document review, easement and encumbrance determination and plotting boundary determined and prepare final composite map with ALTA survey information shown thereon.

7.0 Geotechnical Services

7.1 Provide a preliminary geotechnical investigation to aid the design team in developing a Master Plan for the subject site.

7.2 Provide subsurface exploration with the aid of a truck-mounted rotary drilling machine. Two borings to a depth of 60 feet are planned for the exploration in accordance with the most recent requirements of the local building department for liquefaction analysis. Samples of the earth materials encountered will be collected and conveyed to the laboratory for testing analysis. At the completion of the drilling, each boring will be backfilled with the cuttings. An asphalt patch will be placed over the boring location where appropriate.

7.3 Report Preparation
The results of the analysis of the boring and laboratory data will be synthesized into a formal report. The geotechnical report will address the nature and distribution of the earth materials underlying the site and their engineering properties will be disused. The report will contain conclusions and recommendations regarding the following:

- Description of subsurface soil conditions and controlling engineering properties of the encountered materials, boring logs, a plan indicating boring locations and their elevations relative to the nearest bench mark and summary of ground water level.
- Discussion of foundation types which may be considered for the planned development, including piles, mat and spread footings.
- Slope stability analysis including static, seismic and surficial conditions.
- Site grading recommendations to mitigate the effects of expansive soils, as necessary.
- Recommendation regarding design and construction of retaining walls including cantilever and restrained conditions. Comments will be made regarding retaining wall drainage.
- Recommendations regarding design and construction of pavements included recommended procedures for sub grade preparation and criteria for sub grade testing during construction.
- Recommendations regarding design and construction of floor slabs including placement of vapor retarders and recommended procedures for installation.
- Recommendations regarding temporary and permanent excavations including design criteria for shoring or bracing of vertical excavations. Excavations adjacent to property lines will be addressed as necessary.

7.4 Seismic hazardous evaluation will be performed and will include the following:

- Review and evaluation of pertinent information regarding geologic and seismologic information.

- Determination of Spectral Response Acceleration parameters and Site Class Profile in accordance with the most recent California Building Code requirements.
- Evaluation of secondary earthquake effects including ground rupture, liquefaction, inundation, earthquake induced settlement and land sliding.

7.5 Geotechnical laboratory testing of undisturbed and bulk soil samples collected in the field will be performed in the Geotechnical Engineers laboratory. Tests to be performed is anticipated to be as follows:

- Moisture content and dry density
- Consolidation
- Direct Shears (Saturated and Field Moisture)
- Grain-size Analysis
- Maximum density determination
- Expansion Index determination

8.0 Cost Management Services

8.1 Prepare an opinion of probable construction cost based on the conceptual studies Master Plan for the final option.

9.0 Meetings

9.1 This proposal includes 3 Community meetings, arranged by the Department of Parks and Recreations and meetings with the Construction Management Leadership Division.

10.0 Proposed Fees and Payment Schedule

10.1 For proposed A/E fees- see attached Exhibit A

10.2 Fee payment to the Architect-Engineer will be payable monthly in the following manner based on a per percent complete for the various activities outlined in Exhibit A of this proposal. As an example, payments may be made as follows:

- Project kick off, Due Dilligence, Programming Services start up and Preliminary Civil/Geotechnical related work: Upon Architect Engineer completion and client approval of the work which will include: *Conduct* the community meetings workshop for the purpose of developing the program and its related deliverables, start up of Civil/Geotechnical work, perform assessment and photographs of the *site*, review of existing documentation and due diligence with agencies, a payment equal to Twenty Five percent (25%) of the total fee shall be payable to the Architect-Engineer.

- Conceptual Master Plan Design, Site analysis and Progress Civil/Geotechnical work, Final Program: Upon Architect –Engineer completion and client approval of the work and its related deliverables, a payment equal to Twenty Five percent (25%) of the total fee shall be payable to the Architect-Engineer

- Design Development of the Master Plan & Final Civil/Geotechnical: Upon Architect –Engineer completion and client approval of the Master Plan Design Development and Civil/Geotechnical work and its related deliverables, a payment equal to Thirty percent (30%) of the total fee shall be payable to the Architect-Engineer

- Final Master Plan Design and Cost Estimate : Upon Architect –Engineer completion and client approval of the Master Plan Final Design and Presentation and its related deliverables, a payment equal to Twenty percent (20%) of the total fee shall be payable to the Architect-Engineer

11.0 Assumptions and Exclusions

11.1 Phase 1 and Phase II studies will be performed by others and are not included in this proposal.

11.2 Traffic Study will be performed by others and are not included in this proposal.

11.3 This proposal does not include preparation of SWPP or SUSMP which will be needed later in the project.

11.4 This proposal does not include investigations on work related methane gas and radon gas that could effect the proposed development.

11.5 Creating an animated "fly by" video in order to communicate our conceptual design intentions for the Community Center is not included in this proposal, but could be as an additional service.

11.6 Landscape and irrigation design is excluded from Master Planning. Our scope will identify general landscape areas for Master Planning purposes only.

11.7 This proposal assumes that existing drawings are available and will be provided by the client.

11.8 Printing and reproduction costs are excluded from this proposal. We have estimated an allowance of $20,000.00, which will be billed as a reimbursable.

The above scope represents our understanding of the project at this time. We will provide a fee proposal based on the above scope of work separately. Please review this proposal and call me should you have any questions or require additional information.

Very truly yours,
WWCOT

Adrian O. Cohen, FAIA, LEED® AP
Partner

/jm

cc: File, AL, MM

WWCOT Architects
Fee Breakdown

Exhibit A
Community Development Commission
of C

Scope	Firm	Fees
Master planning	**WWCOT Architects**	
Conceptual Master Planning		$ 59,740.00
Design Development of Selected Master Plan		$ 35,844.00
Final Master Plan		$ 23,896.00
Programming	**WWCOT Architects**	$ 30,450.00
Forensics Investigation	**WWCOT Architects**	$ 9,770.00
Geotechnical	**Geotechnologies**	$ 5,850.00
Civil	**TMAD-Taylor & Gaines**	
Title Report Coordination		$ 1,100.00
Utility Research		$ 6,500.00
Topo and Boundary Survey:		
-Research		$ 1,320.00
-Field Survey		$ 1,980.00
-Aerial Photogrammetry		$ 2,200.00
-Supplemental Topographic Surveying		$ 4,070.00
ALTA Survey and Composite Base Map		$ 9,100.00
Cost Estimate:	**Cumming Corporation**	$ 3,300.00
Total Architecture/Programming /Forensics		$ 159,700.00
Consultant Sub Total		$ 35,420.00
Consultant Mark Up (15%)		$ 5,313.00
	Total A/E fees without reimbursables	$ 200,433.00
Reimbursable Expenses (Printing and Reproduction) Allowance		$ 20,000.00

Estimated time for completion : 18 weeks

Mr. Bill Yee
Construction Management Division- Los Angeles County

Revised 12/5/20089:17 AM

ATTACHMENT C

REQUIRED CONTRACT FORMS

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

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

Company Name: WWCOT Architects		
Company Address: 3130 Wilshire Blvd. Floor 6		
City: Santa Monica	State: CA	Zip Code: 90403
Telephone Number: (310) 828-0040		
Solicitation For (Type of Goods or Services): Architecture		

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

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

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: Adrian O. Cohen	Title: Partner
Signature:	Date: 6/4/08

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

_____YES (subject to verification by Commission/Housing Authority) ✓ NO

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

✓ YES _____NO

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

✓ YES _____NO _____N/A (Program not available)

Bidder/Proposer Organization: WWCOT ARCHITECTS

Signature: _____

Print Name: Adrian O. Cohen

Title: Partner Date: 6/4/08

Tel.#: (310) 828-0040 Fax #: (310) 453-9432

CHARITABLE CONTRIBUTIONS CERTIFICATION

WWCOT ARCHITECTS
Company Name

3130 Wilshire Blvd. Santa Monica, CA
Address

95-2804877
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

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

OR

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

Signature

6/4/08
Date

Adrian O. Cohen
Name and Title (please type or print)

ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

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

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

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

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

Authorized Official:

Name: Adrian O. Cohen Title: Partner

Signature: _____ Date: 6/4/08

CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

Authorized Official:

Name: Adrian O. Cohen Title: Partner

Signature: _____ Date: 6/4/08

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

WWCOT ARCHITECTS
Vendor's Name

3130 Wilshire Blvd. Santa Monica, CA
Address

95-2804877
Internal Revenue Service Employer Identification Number

GENERAL

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

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.

2. The vendor periodically conducts a self analysis or utilization analysis of its work force.

3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Name and Title of Signer: Adrian O. Cohen, Partner

Signature: _____

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: WWCOT ARCHITECTS Date: 6/4/08

Address: 3130 Wilshire Blvd. Floor 6

State: CA Zip Code: 90403 Phone No. : (310) 828-0040

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

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Name: Adrian O. Cohen Title: Partner

Signature: Date: 6/4/08

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: WWCOT ARCHITECTS

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

Total Number of Employees (including owners):

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American			1		2	4
Hispanic American	2	1	1		18	16
Asian American	4		3	2	12	7
Asian Pacific American						
Native American						
Caucasian	13	1	14		12	18
Other _____						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

☑ **is a Minority Business Enterprise.**
"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**
"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☐ **is *not* a Minority or Woman Business Enterprise.**

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date
Adrian O. Cohen		Partner	6/4/08

Rev. 3/07

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
WIDOM WEIN COHEN O'LEARY TERASAWA

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3130 WILSHIRE BLVD 6TH FLOOR

Requester's name and address (optional)

City, state, and ZIP code
SANTA MONICA, CA 90403

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number
95 2804877

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

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

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

Community Development Commission of the County of Los Angeles

Vendor Application

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

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

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

☐ New Applicant ☑ Update of Company's Information

Name of Company: WWCOT ARCHITECTS

Contact Person: Adrian O. Cohen Title: Partner

Company Address: 3130 Wilshire Blvd. 6th Flr. Santa Monica, CA 90403
(P.O. Box will not be accepted) Street City State Zip + 4

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

Phone Number (310) 828 - 0040 Fax Number (310) 453 - 9432 Email: adrianc@wwcot.com

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

Please print Federal I.D., Social Security or Federal Non-Profit No: 95-2804877

TYPE OF OWNERSHIP (check all applicable)

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

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☐ Consultant ☐ Broker/Agent ☐ Vendor
☑ Other Architectural, Planning, Interior Design, Forensic Professional Services

PRODUCTS/SERVICES PROVIDED

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

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
PR 002	Architects		
PR 003	Architectural Design Consulant		
PR 083	Expert Witness Services		
PR 039	Space Planning Consultant		

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

Signature _____ **Title** Partner **Date** 6/4/08

(Application is NOT valid unless signed and dated.)

Rev. 3.16.07

CERTIFICATE OF INDEPENDENT PREPARATION OF STATEMENT OF QUALIFICATIONS (SOQ)

A. The consultant certifies that:

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

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

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

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

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

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

Adrian O. Cohen, Partner [insert full name of person(s) in the consultant's organization responsible for determining the statements offered in this SOQ, and the title of his or her position in the consultant's organization];

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

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

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

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

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

No shame.
No blame.
No names.

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

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

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

Esta iniciativa tambien está apollada por First 5 LA y INFO LINE de Los Angeles

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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