**COMMUNITY DEVELOPMENT COMMISSION**
**of the County of Los Angeles**
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**Gloria Molina**
**Mark Ridley-Thomas**
**Zev Yaroslavsky**
**Don Knabe**
**Michael D. Antonovich**
Commissioners

**Sean Rogan**
*Executive Director*

**ADOPTED**
Community Development Commission

2-D August 21, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

August 21, 2012

The 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 EL CAMINO LIBRARY EXPANSION PROJECT**
**(DISTRICT 1) (3 VOTE)**

## SUBJECT

This letter recommends award of an Architectural Services Contract to Carde Ten Architects to provide design services, prepare construction documents, and perform other related work for the El Camino Library, located at 4264 Whittier Boulevard in unincorporated East Los Angeles.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director or his designee to execute, and if necessary, amend or terminate an Architectural Services Contract (Contract) and all related documents with Carde Ten Architects (Consultant) for the El Camino Library, located at 4264 Whittier Boulevard in unincorporated East Los Angeles, using up to $297,412 in First District Capital Project funds included in the Commission's approved Fiscal Year 2012-2013 budget.

2. Authorize the Executive Director to increase the Contract amount by up to $29,741 (10%) using the same source of funds, to provide for any unforeseen project costs.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award an Architectural Services Contract to provide design services, prepare construction documents, and perform other related work for the El Camino Library Expansion project.

## FISCAL IMPACT/FINANCING

There is no impact on the County general fund. This contract is being funded with Project and Facility Development Funds approved by your Board on February 7, 2012 to fund acquisition, pre-development and other project-related costs for the El Camino project. These funds are included in the Commission's approved Fiscal Year 2012-2013 budget. A 10% contingency, in the amount of $29,741, is being set aside for any needed, unforeseen services, using the same source of funds.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The El Camino Library is located at 4264 Whittier Boulevard in unincorporated East Los Angeles. The Expansion project will add approximately 2,300 square feet to the existing 3,200 square foot neighborhood library to accommodate increased programming. The project also includes remodeling the existing 3,200 square feet, addition of a new courtyard, and enlargement of the parking lot to accommodate up to ten vehicles.

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

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

The Contract has been approved as to form by County Counsel and executed by the Consultant.

## ENVIRONMENTAL DOCUMENTATION

This project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) because it involves design activities that will not have a physical impact on or result in any physical changes to the environment. The action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b) of the State CEQA guidelines. The proposed action is an administrative activity of government which will not result in direct or indirect physical change to the environment.

## 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 firms for various 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 website. One hundred-thirty-nine RFSQs were requested and distributed.

Twenty-nine firms submitted Statements of Qualifications (SOQ) by the original deadline of June 6, 2008. Immediately following the submittal deadline, a selection panel of Commission staff began

independent evaluations of the SOQs. The evaluation was based on experience and personnel qualifications, without regard to price. The panel performed its threshold review, and 25 firms passed basic threshold requirements. The panel agreed on scores for recommendations for a shortlist of consultants. The shortlist was reviewed and approved by the Acting Executive Director on August 6, 2008.

Carde Ten Architects was determined to be the most qualified firm for this project, and was invited to submit a fee proposal and enter into negotiations with the Commission. This resulted in a negotiated fee of $297,412, which the Commission has determined is fair and reasonable.

The Summary of Outreach Activities is provided as Attachment A.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Contract will provide design and related services necessary to complete the El Camino Library Expansion project. The project will allow for increased programming to the residents of unincorporated East Los Angeles.

Respectfully submitted,

SEAN ROGAN
Executive Director

SR:so

Enclosures

ATTACHMENT A

Summary of Outreach Activities

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 13, 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 and Newspaper Advertising

From June 2008 to July 2008, a review panel consisting of Commission staff reviewed the SOQs and ranked each firm independently. The panel performed its threshold review, and 25 firms passed basic threshold requirements. The panel agreed on consensus scores for recommendations for a shortlist of consultants. The shortlist was reviewed and approved by The Acting Executive Director, on August 6, 2008.

Carde Ten Architects was determined to be the most qualified and responsive firm for this project, and was invited to submit a fee proposal and enter into negotiations with the Commission. This resulted in a negotiated fee of $297,412.

F. Participation of Minorities and Women – Selected Architect

| Name | Ownership | Employees |
|---|---|---|
| Carde Ten Architects | Minority | Total: 19<br>12 minorities<br>7 women<br>63% minority<br>37% women |

G. Participation of Minorities and Women - Firms Not Selected

| | | |
|---|---|---|
| Ah'be | Minority | Total: 21<br>13 minorities<br>13 women<br>62% minority<br>62% women |
| Birba Group Architects | Minority | Total: 9<br>3 minorities<br>9 women<br>30% minority<br>100% women |
| Gonzalez Goodale Architects | Non-Minority | Total: 35<br>20 minorities<br>12 women<br>57% minority<br>34% 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 |
| Harley Ellis Devereaux | Non-Minority | Total: | 389 |
| | | 72 | minority |
| | | 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 |
| | | 217 | 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 |
| | | 21% | women |

| | | | |
|---|---|---|---|
| Katherine Spitz Associates, Inc. | Female | Total: | 10 |
| | | 3 | minority |
| | | 7 | woman |
| | | 30% | minority |
| | | 70% | 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 | minority |
| | | 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 | minority |
| | | 1 | woman |
| | | 14% | minority |
| | | 7% | women |
| RNL Design | Non-Minority | Total: | 171 |
| | | 27 | minorities |
| | | 91 | women |
| | | 16% | minority |
| | | 53% | women |
| The Albert Group Architects | Non-Minority | Total: | 10 |
| | | 4 | minorities |
| | | 5 | women |
| | | 40% | minority |
| | | 50% | women |
| Tucker Sadler | Non-Minority | Total: | 40 |
| | | 9 | minorities |
| | | 13 | women |
| | | 23% | minority |
| | | 33% | women |
| WWCOT | Non-Minority | Total: | 91 |
| | | 73 | minorities |
| | | 49 | women |
| | | 80% | minority |
| | | 42% | 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.

**CONTRACT**
**FOR**
**ARCHITECTURAL SERVICES**

This Architectural Services Contract ("Contract") is made and entered into this _____ day of August, 2012, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Carde Ten Architects, hereinafter referred to as "Contractor."

## RECITALS

### 1. PURPOSE

The Commission and Contractor desire to enter into this Contract to enable Contractor 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 Contractor to provide design services, and any other services required for the expansion, development and construction and/or rehabilitation of the El Camino Library project located at 4264 Whittier Boulevard, Los Angeles, CA 90023.

## 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. CONTRACTOR'S WORK

The specific statement of work ("Work") that Contractor will provide is set for in Attachment A, which is attached hereto and incorporated herein by this reference.

### 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 Contractor and shall promptly render decisions

pertaining thereto to avoid unreasonable delay in the progress of the Contractor's Services.

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

Terry Gonzalez, 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 Contractor and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Contractor's Services.

The Commission shall provide the Contractor 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 Contractor for any other purpose. The Contractor agrees to safeguard and return this property to the Commission upon completion of the Project.

The Commission shall also work with the Contractor 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

Contractor agrees to perform, in a timely and professional manner, all architectural services and any other services that Contractor is authorized to provide pursuant to this Contract. Upon issuance of the notice to proceed ("Notice to Proceed") to Contractor, Contractor shall commence providing the Services set forth in the Notice to Proceed. Each Notice to Proceed shall be incorporated by reference into this Contract. Contractor acknowledges, understands, and agrees that entering into this Contract is not a guarantee that the Commission will issue a Notice to Proceed. Contractor further acknowledges, understands, and agrees that it is entirely possible that the Commission never issues a Notice to Proceed and therefore the Contractor might not provide any Services pursuant to this Contract. The Contractor agrees

that all Services performed by the Contractor will be the sole responsibility of the Contractor.

## 6. COMPENSATION

The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The total amount of compensation under this Contract shall not exceed Two Hundred Ninety Seven Thousand Four Hundred Twelve Dollars and 00/100 ($297,412.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system and as further set forth in Attachment B, Fee Schedule, which is attached hereto and incorporated herein by this reference. To ensure prompt payment, the Contractor 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 Contractor, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Contractor.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor 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 Contractor. This provision shall survive the expiration or other termination of this Contract.

## 7. PAYMENT SCHEDULE

The Contractor 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 Contractor's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor 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 Contractor.

## 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 other sources, 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 Contractor 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 Contractor specifying the effective date and extent of the suspension. Contractor shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Contractor 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 Contractor. 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 Contractor.

### 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 Contractor. In the event of such termination, Contractor 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.

Contractor 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 Contractor.

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

Contractor shall assign the contracts of its Contractors and/or their subContractors 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 Contractor 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 Contractor to perform any Services in a timely and professional manner, or Contractor 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 Contractor; and should the Contractor 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 Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Contractor abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Contractor by the Commission. Should the Contractor 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 Contractor in whole or in part.

C. Failure on the part of the Contractor 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 Contractor.

E. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor 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 Contractor 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 Contractor under this Contract, Contractor 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 Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, 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 Contractor's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of termination for cause and / or default by the Contractor.

Contractor 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 CONTRACTOR

The Contractor 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 Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor 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 Contractor 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 Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, 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 Contractor as it could pursue in the event of default by the Contractor.

## 11. CONFIDENTIALITY OF REPORTS

The Contractor 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 Contractor may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Contractor 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 Contractor's indemnifications of the Commission provided in Section 14 below, Contractor shall procure and maintain, at Contractor’s sole expense for the duration of this Contract or as otherwise set forth herein, 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 admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter “LESLI”). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor 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. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. 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, Contractor 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 policy shall be endorsed to 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. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: (El Camino Library; 4264 Whittier Boulevard, Los Angeles, CA 90023).

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage herein 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 Contractor 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. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth

below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contractor, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 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 | $2,000,000 |
| 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. This must include a waiver of subrogation in favor of Public Agencies and their Agents. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

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

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

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

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

## 15. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor 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 Contractor. 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 Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor 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 Contractor 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 Contractor's Services hereunder, and the Contractor 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 Contractor shall retain a record copy for its own files.

## 17. INDEPENDENT CONTRACTOR

The Contractor shall perform the Services as an independent Contractor and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract is by and between the Contractor 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 Contractor.

The Contractor 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 Contractor.

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

## 18. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor 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 Contractor. Contractor 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 Contractor's employees, agents or subContractors 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 Contractor's employees, agents or subContractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subContractors and is responsible for taking appropriate action after the Contractor receives reports of harassment.

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

The Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 Contractor to maintain compliance with the requirements set forth in Paragraph 19, "*CONTRACTOR'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 Contractor 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 Contractor, pursuant to Commission Policy.

## 21. POST MOST WANTED DELINQUENT PARENTS LIST

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

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

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

## 24. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor 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 Contractor 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 Contractor shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor 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.

Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program
Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are

current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

Failure of Contractor to maintain compliance with County's Defaulted Property Tax Reduction Program shall constitute a default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter.

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

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

The Contractor 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 Contractor 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 Contractors and SubContractors)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 3 or GAIN/GROW**

Depending on the funding source, the applicable of either Section 3 or GAIN/GROW will apply. If the contract is funded with federal source(s), Section 3 will apply. If the

project is funded with a non-federal source(s), GAIN/GROW would apply. If the project is funded with both federal and nonfederal sources, Section 3 would apply.

**Section 3 of the Housing and Urban Development Act of 1968, as Amended (if applicable)**

The work to be performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

OR

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

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

## 26. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## 27. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in paragraph 26 “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” shall constitute a default under this Contract. Without limiting the rights and remedies available to Commission or County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which Commission/County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

## 28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor 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 Contractor 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 Contractor will comply with the Lobbyist Requirements.

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

## 29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor 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.

## 30. 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 Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

## 31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a contractor, Contractor, 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 Contractors.

B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Contractor 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 Contractor may have with the Commission.

C. The Commission may debar a contractor, Contractor, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Contractor, Contractor, 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 Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor 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 Contractor and/or the Contractor'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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor 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 Contractor has been debarred for a period longer than five years, that Contractor 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 Contractor 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 Contractor 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. <u>The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners.</u> 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 subContractors of County, Commission, or Housing Authority contractors, Contractors, vendors and operating agencies.

## 32. <u>COMPLIANCE WITH JURY SERVICE PROGRAM</u>

Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall

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

The Contractor'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 Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 33. ACCESS AND RETENTION OF RECORDS

The Contractor 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 Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor 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.

## 34. CONFLICT OF INTEREST

The Contractor 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 Contractor 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.

## 35. 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.

## 36. 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.

## 37. 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 Contractor shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the

Contractor's negligent performance of any of the services furnished under this Contract.

## 38. 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.

## 39. 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 Contractor. All Documents become the property of the Commission and the Commission holds all the rights to said Documents. The Contractor 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.

## 40. NOTICES

The Commission shall provide the Contractor 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 Contractor 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 Contractor has actual knowledge of such injury or damage. Contractor 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: Terry Gonzalez, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022

The Contractor: Scott Carde, Principal
Carde Ten Architects
1638 Nineteenth Street
Santa Monica, CA 90404

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 Contractor 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.

## 41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subContractor 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.

## 42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 43. CONTRACTOR'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 Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission Contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

## 44. 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 Contractor by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

## 45. 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.

## 46. CERTIFICATION REGARDING LOBBYING

Contractor 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 Contractor must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subContractors acting on behalf of the Contractor 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 Contractor or persons/subContractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

## 47. CONTRACT EVALUATION AND REVIEW

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

## 48. 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 Contractor 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. Statement of Work
B. Fee Schedule
C. Required Contract Forms
D. Required Contract Notices

/
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/
/
/

## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, 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_____
Sean Rogan
Executive Director

CARDE TEN ARCHITECTS

By_____
Scott Carde, FAIA, LEED AP
Principal

APPROVED AS TO FORM:
John Krattli
County Counsel

By_____
Talin Halabi
Deputy

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT DIVISION

By_____
Terry Gonzalez
Director

# ATTACHMENT A

# STATEMENT OF WORK

**ATTACHMENT A**
**STATEMENT OF WORK**

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

**2.1** Prepare design and construction documents for a 2300 square foot addition to the existing El Camino Library. The project will also include updating the existing 3200 square foot space. Architect will attend meeting as needed to design the project. Upon completion of the CD's Architect will submit plans to the Department of Public Works and all required agencies for plan check. Approved plans will be delivered to the Commission's Representative for bidding purposes. Architect will assist during the bidding and construction phases of the project by acting as the Owner's Representative.

**2.2** Provide a soils/geotechnical report.

**2.3** Prepare on-site and off-site design as needed to complete the library expansion. The anticipated offsite improvements include new curb cuts / driveway aprons. Other offsite work that may be required by Public Works may be an additional service.

**2.4** Coordinate with the County Library staff and/or a product manufacturers over furniture, fixture and equipment.

**2.5** Provide landscape and irrigation design.

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

**2.7** Conduct testing and special inspections required by the Department of Public Works during construction.

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

**2.9** Provide for the Specific Work Requirements identified in 3.0 below.

## 3.0 SPECIFIC WORK REQUIREMENTS

### 3.1 FEASIBILITY AND CONCEPTUAL PLANNING STUDIES

The Contractor shall perform and prepare any feasibility and conceptual planning studies requested. This may include, but is not limited to, items such as the following:

3.1.1 site analysis
3.1.2 zoning research
3.1.3 preparing conceptual planning options
3.1.4 graphic planning presentations and/or massing models
3.1.5 presenting such studies and findings at various agency meetings
3.1.6 presenting opportunities for sustainability features even though this project will not be LEED certified

### 3.2 ARCHITECTURAL PROGRAMMING PHASE

The Contractor shall solicit programming information from Agency representative(s), proposed user/operator(s), other agents and/or Contractor to ascertain design needs, requirements, criteria and constraints. This may include, but is not limited to, items such as the following:

3.2.1 List and clarify primary users and uses of program.
3.2.2 Interfacing with various user groups on multiple levels to solicit programming information and requirements.
3.2.3 Identify adjacency and functionality requirements of users and spaces.
3.2.4 Preparing user scenarios that show how spaces are used sequentially on a regular basis (for example, daily, weekly, monthly, and yearly basis).
3.2.5 Perform site visits of facilities that may serve as a precedent or example of planned facilities.

3.2.6 Translate programmatic information into a conceptual design.

## 3.3 DESIGN THROUGH PLAN CHECK

The Contractor shall prepare conceptual design, schematic design, design development, working drawings and specifications up to and including full plan check approval, revision of final drawings and specifications for ready-to-bid documents, including, but limited to:.

3.3.1. Prepare designs, plans, drawings, calculations, and specifications for the proposed project, including but not limited to all on-site and related off-site work (see section 2.3).

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

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

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

3.3.5 Perform site investigations to identify above ground structures. Obtain all utility drawings to understand the type and location of all existing utilities that extend from the street into the building.

3.3.6 Prepare and present at least three different conceptual designs (site, space planning and building).

3.3.7 Present the conceptual designs to multiple audiences which may include agencies such as the following: the Commission, Library Department, Department of Public Works, Board of Supervisors' Offices, proposed user / operator, and other agents.

3.3.8 Prepare landscape schemes that incorporate environmentally responsible and easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.

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

3.3.10 Complete schematic design, design development, and construction documents phases.

3.3.11 Complete utility usage/load calculations for water, gas, and electrical system, and size new system appropriately.

3.3.12 Design the new project, drawn to scale, in AutoCAD 2010 or a newer version of AutoCAD. Include items such as, but not limited to, demolition plans, grading and drainage plans; architectural construction drawings and specifications; calculations; all required subContractor drawings including, but not limited to, civil, structural, mechanical, electrical, plumbing and landscape.

3.3.13 Coordinate with agency representatives and library staff over furniture, fixture and equipment selections. Construction documents will include drawings and specifications for the FF&E's.

3.3.14 Comply with Title 24 and ADA accessibility requirements.

3.3.15 Provide a Storm Water Pollution Prevention Plan (SWPPP), submit to the Department of Public Works for plan check. Assist Owner in uploading all information to State Water Resources Board website and complying with all procedures.

3.3.16 Include new on-site and off-site improvements such as new parking, sidewalks, curb cuts / driveway aprons (see section 2.3). In addition, Contractor shall fully coordinate with all applicable utility companies and Contractor's sub-Contractors to ensure that all utility requirements and connections are properly coordinated and incorporated into the on-site and off-site design (plans and specifications) for the project. For example, Contractor shall confirm all points of connection, connection routes, and types of connections/meters, etc. with utility companies and utility service planners to mitigate construction change orders.

3.3.17 Incorporate proper drainage and proper interface with existing site features into the design including, but not limited to, curbs, gutters, driveway aprons, flatwork; new electrical transformer enclosures; trash enclosures; and any other site structures. Coordinate all site utility elements for all site structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.

3.3.18 Clearly indicate in construction drawings and specifications the existing structures and infrastructure that are to be protected in place while new improvements are constructed.

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

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

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

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

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

3.3.23.1 Schematic Phase. Prepare schematic design drawings to submit to public agencies such as Building and Safety, Fire Department, Planning Department, and other agencies as required, to identify and confirm all building and site requirements upfront.

3.3.23.2 Design Development Phase.

3.3.23.3 Construction Documents at 50% completion.

3.3.23.4 Construction Documents at 90% completion. Finally, by the due date indicated in the Notice to Proceed, Contractor shall submit all required drawings,

specifications, calculations, and documents for plan check to all authorities having jurisdiction over the project including but not limited to Building and Safety Division (Electrical Section, Mechanical Section, Grading and Drainage Section); Construction Division; Environmental Programs Division; Geotechnical and Materials Engineering Division; Land Development Division; Fire Prevention Bureau; Department of Regional Planning; County Sanitation District and the School District. Complete all required corrections including those of any subContractors and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

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

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

3.3.25.1 Conceptual Design. Provide a conceptual cost estimate based on construction type and cost per square foot for the various conceptual design options. Revising the proforma numbers prepared by the Commission will be acceptable.

3.3.25.2 Schematic Design / Design Development. Provide a detailed, itemized take off cost estimate between the conclusion of schematic design and early Design Development.

3.3.25.3 Construction Documents. Provide an updated, detailed itemized take-off estimate at 50% completion of construction documents. A final estimate at 90% completion of construction documents phase (plan check submittal) will be done as an adjustment to the 50% CD estimate.

## 3.4 BIDDING PHASE

3.4.1 The Contractor shall assist with the preparation of bid packages.

3.4.2 The Contractor shall attend a Pre-bid walk through and answer any questions.

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

3.4.4 The Contractor shall review bids, review and make a determination on all proposed equals (substitutions), and make on recommendation on bids.

## 3.5 CONSTRUCTION PHASE

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

3.5.2 The Contractor shall conduct periodic observations and provide approval certifications for the work observed.

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

3.5.3.1 Attend pre-construction conferences, change order negotiation meetings, and weekly on-site construction progress meetings with contractors, Commission Representative(s), County Library Representative(s), and Construction Management Representative.

3.5.3.2 Review and comment on all contractors' submittals (response time for each in parentheses) including product data (10 days), shop drawings (10 days), landscape / plant materials (10 days), alternates (10 days), requests for information (10 days), project schedule (7 days), substitutions (10 days), and closeout submittals (10 days). Architect to review and make a determination on all proposed equals, validate the quality of the proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.

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

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

3.5.3.5 Conduct weekly site visits to observe the work and see that it generally confirms to the CD's. Report any defective work that is observed to the Commission Representatives.

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

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

3.5.3.8 Solicit, review and incorporate changes from the contractor's marked up as-built set into a final record set of drawings; then upon project completion, provide one complete electronic set of pdf's and CAD drawings; and two paper sets to the Owner's representative.

3.5.3.9 Assist in resolving construction defects and disputes.

## 3.6 Design Within Funding Limits

The Contractor 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 Contractor shall represent, covenant, and agreed to all of the services to be furnished by the Contractor 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"]).

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

The Contractor 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 Contractor is performing services under this Contract.

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

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

The Contractor shall provide monthly updates as needed to track design progress, including design Contractors' 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 Contractor's responsibilities are as follows:

**<u>Commission</u>**

### 4.1 Personnel

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

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

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

## 4.3 Personnel

4.4.1 The Contractor 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 Contractor in every detail and must be able to communicate effectively.

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

## 4.4 Contractor's Team

The Contractor's employees and subContractors 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 Contractor 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 Contractor shall make no diversion or substitution of key personnel without the prior written consent of the Commission.

Employees:
Erik Mar (Project Architect / Manager)
Scott Carde (Principal-in-Charge)

SubContractors:

Romano Iglesia (Staff Engineer / Manager)

B.L. Hall Associates (Civil Engineer)

Geotechnologies, Incorporated (Geotechnical Engineer)

### 4.5 Uniform / Identification

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

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

### 4.6 Materials and Equipment

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

### 4.7 Training

The Contractor 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.

### 4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor'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 Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### 4.9 Periodic Meetings

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

## 5 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:

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

## 6 QUALITY CONTROL PLAN

The Contractor 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 Contractor;
  - 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 QUALITY ASSURANCE PLAN

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

### 7.1 Performance Requirements Summary *(Exhibit 1)*

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor'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 Contractor 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 Contractor.

When the Contractor'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 Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor 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 Contractor 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 Contractor 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 Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor'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.

## 7.2 Periodic Performance Reviews

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

## 7.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor 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 Contractor.

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 Contractor 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.

### 7.4 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 Contractor's performance.

## 8.0 ADDITION/DELETION OF WORK

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

# EXHIBIT 1 of ATTACHMENT A
# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

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

# ATTACHMENT B

# FEE SCHEDULE

## ATTACHMENT B
## FEE SCHEDULE FOR ARCHITECTURAL SERVICES

The Contractor 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 base price of $297,412.00.

Payment for Contractor base fee of $190,912 shall be made in accordance with the phases and amounts specified below. These amounts include the cost of all services including those of the subContractors in this Contract.

Programming & Conceptual Design (5%) $9,545.60
Schematic Design (15%) $28,636.80
Design Development (15%) $28,636.80
Working Drawings & Specifications (42%) $80,183.04
Bidding (3%) $5,727.36
Construction Administration (20%) $38,182.40

In addition, allowances for subContractor(s), deputy inspections, testing, entitlement fees, reimbursable items or other required services, subject to Commission review and approval, shall be up to $106,500.00.

The allowances shall include the following:

Acoustical Design
Audio / Visual Design
Life Safety / Fire Alarm System
Voice / Date
Signage
Rendering
Storm Water Pollution Prevention Plan
Furniture Fixture & Equipment
Soils / Geotechnical Report
Grading / Foundation Field Inspections
Deputy Inspections
Other Fees

The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the basic services contract.

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

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred Thousand Dollars ($100,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

# ATTACHMENT C

# REQUIRED CONTRACT FORMS

**(Include Required Contract Forms from RFSQ/SOQ)**

# ATTACHMENT D

# REQUIRED CONTRACT NOTICES

# BACKGROUND AND RESOURCES:
## CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

**RESOURCES**

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

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

**1. LAWS AFFECTING NONPROFITS**

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

**2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

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

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

Department of the Treasury
**Internal Revenue Service**

# Notice 1015

(Rev. December 2004)

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

### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

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

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

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

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

You must give the employee one of the following:

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

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

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

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

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

### How Do My Employees Claim the EIC?

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

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

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



Cat. No. 20599I

# No shame.

# No blame.

# No names.

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

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

**State of California**
Gray Davis, Governor

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

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

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

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

### What is the Safely Surrendered Baby Law?

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

### How does it work?

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

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

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

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

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent?

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

### Why is California doing this?

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

### A baby's story

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

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

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

# Sin pena.

# Sin culpa.

# Sin peligro.

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

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

**Estado de California**
Gray Davis, Gobernador

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

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

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

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

### ¿Los padres deben llamar antes de llevar al bebé?

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

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

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

### ¿Qué ocurrirá con el bebé?

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

### ¿Qué pasará con el padre/madre?

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

### ¿Por qué California hace esto?

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

### Historia de un bebé

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

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

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

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

### 2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)