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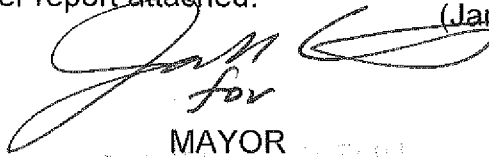
TRANSMITTAL

| | | |
|-------------------|-----------------------|------------------|
| TO The Council | DATE NOV 09 2010 | COUNCIL FILE NO. |
| FROM The Mayor | COUNCIL DISTRICT 1 | |

**Proposition F: Animal Facilities Bond Program
Architectural Services Contract Extension**

The proposed contract amendment with Choy Associates is transmitted for your consideration.
See the City Administrative Officer report attached.

(Janelle Erickson)



Janelle Erickson
for
MAYOR

MAS:RAS:05110019

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

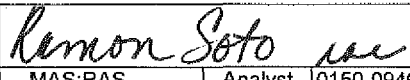
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|---|----------------|--|-------------------------------|
| To: The Mayor | Date: 11-04-10 | C.D. No. 1 | CAO File No.: 0150-09465-0000 |
| Contracting Department/Bureau: Department of Public Works, Bureau of Engineering | | Contact: Allan Kawaguchi | |
| Reference: Action by the Board of Public Works on August 23, 2010; referred by the Mayor | | | |
| Purpose of Contract: To provide architectural and engineering services for Phase II work at the North Central Animal Shelter project. | | | |
| Type of Contract: () New contract (X) Amendment | | Contract Term Dates: November 15, 2001 to August 31, 2015 (five-year extension) | |
| Contract/Amendment Amount: \$0.00 | | | |
| Proposed amount \$ 0+ Prior award(s) \$ 1,500,000 = Total \$ 1,500,000 | | | |
| Source of funds: Proposition F General Obligation Bonds | | | |
| Choy Associates Address: 901 El Centro Street, South Pasadena, CA 91030 | | | |
| | Yes | No | N/A* |
| 1. Council has approved the purpose | X | | |
| 2. Appropriated funds are available | X | | |
| 3. Charter Section 1022 findings completed | X | | |
| 4. Proposals have been requested | X | | |
| 5. Risk Management review completed | X | | |
| 6. Standard Provisions for City Contracts included | X | | |
| 7. Workforce that resides in the City: % | | | |
| 8. Contractor has complied with: | Yes | No | N/A* |
| a. Equal Employmt. Oppty./Affirm. Action | X | | |
| b. Good Faith Effort Outreach** | X | | |
| c. Equal Benefits Ordinance | X | | |
| d. Contractor Responsibility Ordinance | X | | |
| e. Slavery Disclosure Ordinance | X | | |
| f. Bidder Certification CEC Form 50 | X | | |
| *N/A = not applicable ** Contracts over \$100,000 | | | |

COMMENTS

On November 7, 2000, the voters of the City approved Proposition F, authorized the issuance of \$154.1 million in General Obligation Bonds (as well as \$378 million for various fire facilities) to finance the construction and rehabilitation of eight animal shelters throughout the City. To date, the program has completed seven of the eight projects originally authorized. One originally authorized project, the South Los Angeles animal shelter, is currently in construction.

On September 12, 2001, the Board of Public Works authorized the City Engineer to execute standard consultant agreements with five architectural firms to create a rotating on-call list for the design of the animal shelters. Work was assigned by task and change orders as authorized by the Bureau of Engineering (BOE) Program Manager. The fees for design and related services were negotiated by the BOE Program Manager, in accordance with proposals submitted by the firms. The total contract funding represents the cumulative total of those fees authorized through the task and change orders.

The initial contract with Choy Associates was executed on November 21, 2001 and was effective through August 31, 2006. In August, 2007, the Council approved Amendment No. 1 with Choy Associates authorizing a time of performance extension through August 31, 2010 (C.F. 07-0362). BOE now requests that Council authorize Amendment No. 2 with Choy Associates for an additional

| | | |
|--|--|--|
|  MAS:RAS Analyst 0150-09465-0000 |  Assistant CAO |  City Administrative Officer |
|--|--|--|

five years through August 31, 2015. No additional compensation is requested. Maximum compensation to Choy Associates will remain at \$1.5 million. To date, Choy Associates has been paid \$1,302,261 and BOE expects to pay the balance of \$197,739 during the extension period, thereby utilizing the full \$1,500,000 provided for in the contract.

Choy Associates was selected to provide architectural services for the North Central Animal Shelter project, one of the eight original projects authorized through the Proposition F Animal Facilities Bond program. Early in the Program, the City experienced higher than expected construction costs due to construction conditions at the time. Therefore, BOE had to value-engineer several elements of the North Central Animal Shelter, essentially scaling back the project scope. If additional monies and/or program savings were later identified, BOE planned to request additional authority to restore project scope.

Due to improved construction conditions, BOE has identified funds to restore project scope at the North Central Animal Shelter, as well as to make additional improvements at other animal shelters. Requests to allocate funding using program savings and interest accruals for specific projects, including the North Central Animal Shelter project, will be addressed under separate cover.

As the architect of record for the North Central Animal Shelter project, we find, in accordance with Charter Section 1022, that it is more feasible to continue contracting for these services.

There is a need for Council approval because the contract term as amended, would exceed five years from the date of execution of the initial contract, and the estimated or actual annual payments by the City exceed \$100,000, adjusted annually in accordance with the consumer price index (Los Angeles Administrative Code, Section 10.5 (c) 2).

RECOMMENDATION

That the Council, approve and authorize the President of the Board of Public Works to execute Amendment No. 2 to Contract No. C-102336 between the City and Choy Associates, the architectural/engineering consultant for the North Central Animal Shelter project, to extend the contract term by five years through August 31, 2015, subject to the approval of the City Attorney.

FISCAL IMPACT STATEMENT

The proposed amendment extends the term of the design contract between the City and Choy Associates with no fiscal impact to the General Fund. These architectural services are paid by Proposition F General Obligation Bond monies.

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCÓN
VICE-PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

WILLIAM P. WEEKS
EXECUTIVE OFFICER

<http://www.lacity.org/BPW>

August 23, 2010

#1 BOE/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Pamela Finley

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT NO. C-102336
WITH CHOY ASSOCIATES INC., FOR TIME FOR
ARCHITECTURAL/ENGINEERING SERVICES FOR THE ANIMAL FACILITIES
BOND PROGRAM PHASE II AT THE NORTH CENTRAL ANIMAL CARE
FACILITY

As recommended in the accompanying report of the Directors of the
Bureaus of Engineering and Contract Administration, which this Board
has adopted, the Board of Public Works requests approval and forwarding
to the City Council for approval and authorization to execute Amendment
No. 2 to the contract with Choy Associates, Inc. to increase the total
contract term from ten years to fifteen years, for the reasons set
forth in the accompanying report.

FISCAL IMPACT

The proposed amendment is to extend the term of the Personal Services
Contract between the City and Choy Associates, Inc., with no impact on
the General Fund.

Respectfully submitted,

William P. Weeks, Executive Officer
Board of Public Works

WPW:mp

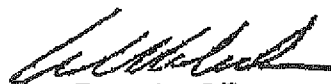
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CITY ADMINISTRATIVE OFFICER



Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

August 23, 2010
CD Nos. All

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
AUG 23 2010


Executive Officer

REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT NO. C-102336 WITH CHOY ASSOCIATES INC., FOR TIME FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE ANIMAL FACILITIES BOND PROGRAM PHASE II AT THE NORTH CENTRAL ANIMAL CARE FACILITY

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council requesting the following:
 - a. Approve Amendment No. 2 to the Contract between the City of Los Angeles (City) and Choy Associates, Inc., (C-102336) to increase the total contract term from 10 years to 15 years.
 - b. Authorize the President or two members of the Board of Public Works (BPW) to execute Amendment No. 2.
2. Notify the Bureau of Engineering (BOE), Bond Program Division, Allan Kawaguchi, (213) 202-3440, when this Amendment is ready to be executed by the Board, whereupon five original copies will be delivered to the Secretary of the Board for signature.
3. Upon execution, request the City Clerk to attest and certify the five original copies of Amendment No. 2. The City Clerk and the BPW will each retain one original copy and three original copies are to be returned to the BOE, Bond Program Division, Allan Kawaguchi.

TRANSMITTALS

1. Copy of executed Contract No. C-102336 with Choy Associates, Inc., for Architectural/Engineering Services dated November 15, 2001.
2. Copy of the Project Task Order, dated March 28, 2002, to Choy Associates, Inc., for design of the North Central Animal Care Facility.
3. Copy of Amendment No. 1 executed on April 18, 2007.
4. Copy of Proposed Amendment No. 2.

FISCAL IMPACT STATEMENT

The proposed amendment is to extend the term of the Personal Services Contract between the City and Choy Associates, Inc., with no impact on the General Fund.

DISCUSSION

Background

On November 7, 2000, the voters of the City of Los Angeles approved the Proposition "F" - Public Safety General Obligation Bond initiative to provide improvements to emergency Fire/Paramedic Stations, Air Operations Facilities, and Animal Services Facilities. The Animal Facilities' portion of the Bond was \$154,100,000, to be used for the repair, expansion and/or replacement of animal shelter facilities throughout the City.

The BPW, through a Request for Qualifications (RFQ) process, developed an "On-Call" list of six Architectural/Engineering consulting firms to provide design related services for the Program. Choy Associates, Inc., was one of the selected firms and a contract was executed with the City on November 15, 2001, expiring on August 31, 2006 (Transmittal No. 1).

On March 28, 2002, a Project Task Order was issued to Choy Associates, Inc. to design the North Central Animal Care Facility project.(Transmittal No. 2), including the renovation of the existing building. However, beginning in the year 2003, there was an unprecedented increase in construction costs which necessitated reducing the scope of the North Central Animal Care Center project by splitting the project into two phases. For Phase I, Choy Associates, Inc., was asked by the City to remove the renovation of the existing building from the bid documents. The first phase of the project, which has been completed, provided for the required Bond deliverables. The proposed amendment for Phase II, postponed until all other required Bond projects had been bid, is to provide for the desired renovations of the existing building based on available funds now that all the costs for the required Bond deliverables can be anticipated. The final required project in the Bond Issuance Document, the South Los Angeles Animal Care Center, was awarded for construction by the BPW on April 23, 2010.

As Choy Associates, Inc., had been assigned the North Central Animal Care Center Phase II project, their contract was previously extended through August 31, 2010, to complete this work (Transmittal No. 3). As the work on Phase II was held until the South Los Angeles Animal Care Center was awarded, the proposed Amendment No. 2 for a 5 year time extension of the contract with Choy Associates, Inc., is to allow Choy Associates, Inc., to propose on the completion of the architectural support for pre-design, design, plan check, construction, and possible LEED certification for Phase II of the North Central facility (Transmittal No. 4). Working with Animal Services Department, the needs for the renovation of the existing building at North Central will be developed and defined considering the available Bond funds, the original design already completed by Choy Associates Inc. in 2003, design changes arising out of lessons learned from operating newly constructed facilities, and regulatory code changes. If the proposal from Choy Associates, Inc. exceeds the BOE's estimate, the project will be offered to the existing On-Call Architectural Consultant list for general Municipal Facility projects.

Choy Associates, Inc., has been a responsive and responsible design firm. The firm and their subconsultants have responded in a timely and professional manner to all requests of the Project Management Team and the Department of Animal Services. It is therefore recommended that their contract be extended for a period of 5 years. This will provide the additional time necessary for completion of the North Central Animal Care Center Phase II.

August 23, 2010
 Page 3

Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program

At the time of distribution of the original RFQ for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 18 percent and 4 percent respectively. Choy Associates, Inc., at the time of award, pledged 18 percent MBE and 4 percent WBE participation levels. The original Schedule B showing the detailed breakdown of how Choy Associates, Inc., came up with their pledged amounts was never submitted.

Electrical Building Systems, Inc., Lenax Construction Services, Inc., Lynn Capcuya, Melendez Babalas Associates, and Mia Lehrer and Associates were originally listed in their Schedule A - list of potential subcontractors, but were inactive during Phase 1 Work and it is anticipated that they will remain inactive during Phase 2 work.

As of February 9, 2010, MBE/WBE/OBE subconsultant information for Choy Associates, Inc., was as follows:

Gender/Ethnicity Codes:

| | |
|---------------------------------|----------------------------|
| AA=African American | HA=Hispanic American |
| SAA=Subcontinent Asian American | APA=Asian Pacific American |
| C=Caucasian | NA=Native American |
| M=Male | F=Female |

| Listed Subconsultants | Gender / Ethnicity | MBE/WBE /OBE | (%) of Total Invoiced to Date | Amount (\$) Invoiced to Date |
|---|--------------------|--------------|-------------------------------|------------------------------|
| CSpecs (Construction Specifications Services) | M/APA | MBE | 0.63% | \$ 8,209 |
| Kanda & Tso Associates | M/APA | MBE | 5.82% | \$ 75,822 |
| Gotama Building Engineers, Inc. | F/APA | MBE | 14.33% | \$ 186,669 |
| ASHBA Engineers Limited | F/C | WBE | 2.32% | \$ 30,204 |
| Cornerstone Studios, Inc. | F/APA | WBE | 2.37% | \$ 30,852 |
| CTG Energetics | N/A | OBE | 3.62% | \$ 47,186 |
| Gillette Associates | N/A | OBE | 1.52% | \$ 19,760 |
| Shimahara Illustrations | N/A | OBE | 0.58% | \$ 7,500 |
| Tracy A. Stone, Architect | N/A | OBE | 8.67% | \$ 112,901 |
| Total MBE Participation | | | 20.79% | \$ 270,700 |
| Total WBE Participation | | | 4.69% | \$ 61,056 |
| Total OBE Participation | | | 14.39% | \$ 187,347 |
| Total Invoiced to Date | | | | \$1,302,261 |

**The Office of Contract Compliance verified the subconsultants' certifications.

Revised pledged participation levels will be established at the time the scopes of work discussed in this board report are approved by the Council/Bond Oversight Committee.

Compliance with City Policies and with the BPWs' Policy

All consultants participating in this program are subject to compliance with the following City of Los Angeles' Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance Requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Service Contractor Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; and Discount Terms.

Businesses are encouraged to locate or remain within the City of Los Angeles to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, Consultant currently staffs 7 employees, with the number and percentage of employees residing in the City of Los Angeles being 3 and 43 percent, respectively.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, Los Angeles Administrative Code (L.A.A.C.)). Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

The quality of the work performed by the consultants will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the L.A.A.C.) which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The critiques are kept on file in the Bureau of Contract Administration, Special Research & Investigation Section for reference by other City Departments and agencies.

Notice of Intent to Contract and Charter Section 1022 Determination

On November 29, 2000, the City Attorney's Office (CAO's) Office determined that the work involved with the design of the Animal Shelter Bond funded projects could be performed more feasibly by independent contractors than by City employees. A Notice of Intent for this amendment was faxed to CAO's office on April 28, 2010. Since the contract amendment is for additional time to complete a project and does not change contract requirements regarding scope of work and costs, the Personnel Department has found that a Charter Section 1022 determination is not necessary.

City Attorney Review

The proposed Contract Amendment has been reviewed and approved as to form by the CAO.

STATUS OF FUNDING

The recommended time extension does not require any additional contractual funding increase.

Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

August 23, 2010
Page 5

(ATK VJ RMK DJW WFB)

Report reviewed by:

BOE (PAC)

Report prepared by:

Bond Program Division

Allan T. Kawaguchi, P.E.
Division Manager
Phone No. (213) 202-3440

Compliance Review performed
and approved by:



Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Statement as to Funds approved by:

 8/17/10

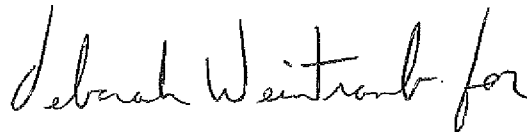
Victoria A. Santiago, Director
Office of Accounting

Date: _____

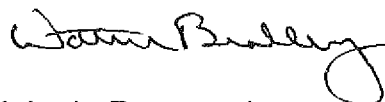
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Questions regarding this
report may be referred to:
Allan T. Kawaguchi, Program Manager
Phone No. (213) 202-3440
E-mail: Allan.Kawaguchi@lacity.org

Respectfully submitted,



Gary Lee Moore, P.E.
City Engineer



John L. Reamer, Jr.
Inspector of Public Works



C-102336

Contract No.

CD#

CONSULTING DESIGN SERVICES AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

CHOYASSOCIATES INC.

FOR THE

2000 ANIMAL BOND PROGRAM

TRANSMITTAL NO. 1

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- EXHIBIT B - PROJECT TASK ORDER FOR EXPANSION AND
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- EXHIBIT D - INSURANCE REQUIREMENTS
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DECLARATION OF COMPLIANCE
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- EXHIBIT I - CITY COUNCIL REQUIRED NOTICE REGARDING
DISCOUNT TERMS
- EXHIBIT J - CHILD CARE POLICY STATEMENT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This AGREEMENT, is made and entered into by and between the CITY OF LOS ANGELES, California, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and "CHOYASSOCIATES INC.", hereinafter referred to as the "CONSULTANT", and is set forth as follows:

WITNESSETH

WHEREAS, in November 2000, the voters approved a \$154.1 million Animal Bond initiative which provides funding for eight (8) animal facilities: Three facilities in the Valley, one in West Los Angeles, one in Harbor District and three in Central Los Angeles.

WHEREAS, the CITY has a need for consulting services for the design, preparation of Construction Documents and technical specifications, construction cost estimating, and construction administration; and for the design of new animal shelters and the expansion/renovation of existing animal shelters outlined in the 2000 Animal Bond measure; and

WHEREAS, on December 11, 2000, the Board of Public Works authorized the City Engineer to distribute a "Request for Qualifications" (RFQ) and interview CONSULTANTS to develop a list of CONSULTANTS, and to negotiate Personal Services Contracts with the highest rated firms to perform Design Services for the 2000 Animal Bond funded work; and

WHEREAS, on January 31, 2001 the CITY issued a "Request for Qualifications" to over three hundred (300) firms for CONSULTANT design services and thirty (30) firms responded to the "Request for Qualifications"; and

WHEREAS, eleven (11) responsive firms out of the thirty (30) companies who responded were selected for interviews; and

WHEREAS, after a CITY panel comprised of representatives from the City Administrative Officer, the Bureau of Engineering's Program Manager, the City's Architect, Department of Animal Services and the Bureau of Engineering's Sr. Architect for the City Hall Renovation Project conducted the interview process, ChoyAssociates Inc. was one of five (5) firms selected as the most qualified firm based on the evaluation criteria as set forth in the RFQ; and

WHEREAS, CONSULTANTS has demonstrated qualifications to perform the said services; and

WHEREAS, each of the selected CONSULTANTS met the State requirements to perform professional architectural and engineering work as required in the Professional Architectural and Professional Engineers' Acts; and

WHEREAS, the services to be provided by the CONSULTANTS are of a technical nature and are temporary and occasional in character; and

WHEREAS, the CITY desires to retain one of the selected CONSULTANTS to provide the required architectural, engineering and technical services in connection with the Project(s) as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

1

ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES
HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions thereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include plural; if there shall be more than one CONSULTANT herein, unless expressly stated otherwise, their obligations liabilities hereunder shall be joint and several; use of the feminine, masculine, or neutral gender shall be deemed to include the genders not used.

ARTICLE 2 - DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

| | |
|---------------|--|
| BOARD | The Board of Public Works of the CITY of Los Angeles. The Representative of the CITY of Los Angeles. |
| BUREAU | Bureau of Engineering, Department of Public Works, CITY of Los Angeles. |
| CAD | Computer Aided Drafting |
| CAO | City Administrative Officer |
| CITY | The CITY of Los Angeles, Board of Public Works or its subordinate bureaus. |
| CITY ENGINEER | The Representative of the Board of Public Works. |

CONSTRUCTION

The complete detail drawings, specifications, notices and DOCUMENTS addenda, based on the approved Design Development Plans.

CONSULTANT

The Architect and the Architect's sub consultants.

CONTRACTOR

The Construction Company associated with the CITY performing the work or improvements designed by the CONSULTANT.

COST OF
CONSTRUCTION

The estimated cost of construction of the PROJECT at mid-point of construction, including all costs, exclusive of the following: the CONSULTANT's fee stipulated in this AGREEMENT, Bureau of Engineering costs, cost of Artwork, cost of soil test, inspection cost, cost of material tests, cost of site survey, CITY Building Permit and other plan checking fees, advertising costs and cost of furniture and equipment not included in the Construction Contract.

CULTURAL AFFAIRS

The Department of Cultural Affairs, which includes the Cultural Affairs Commission, Cultural Heritage Commission and the Public Art Committee.

DESIGN
DEVELOPMENT

Drawings indicating floor plans and elevations, outline specifications, estimate and color perspective renderings and PLANS photographs based on approved Schematic Design as more fully described in Project Task Order.

DESIGN SERVICES

All services to be provided by the CONSULTANT and its subconsultants specified in this AGREEMENT.

ENGINEER

City Engineer or his designated representative.

ENGINEERING

Construction Cost Index, or Building Construction Index for the City

| | |
|-----------------------------|---|
| COST INDEX | of Los Angeles as applicable and published in the "Engineering News Record" by the McGraw-Hill Publishing Company of New York. |
| EXHIBITS | Attachments to this AGREEMENT including the Sample Project Task Order. |
| FINANCIAL MANAGER | The designated personal responsible for the tracking and monitoring of the expenditures for the 2000 Animal Bond Program |
| GENERAL SERVICES | Department of General Services. |
| INFORMATION | Advises City Departments on Information Technology. |
| INSPECTOR | Authorized Representative of the Director, Bureau of Contract Administration. |
| MP SUM PAYMENT | Payment for delivery of a specified percentage of completed services on a stipulated scope of work. |
| PRELIMINARY DESIGN PHASE | Drawings and written design summary based on building program analysis as described in Project Task Order for new or replacement of animal shelters. |
| PROGRAM | Data indicating space, personnel requirements and functional relationships; list of all required functions, proposed construction budget and any other pertinent data needed for the design of the PROJECT. |
| PROGRAM MANAGER | The designated person representing the CITY ENGINEER in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed for the Program. |

| | |
|-----------------------|---|
| PROJECT | The construction of improvements to be designed by the CONSULTANT. |
| PROJECT ARCHITECT | The technical architect assigned to the PROJECT. |
| PROJECT ENGINEER | The technical engineer assigned to the PROJECT. |
| PROJECT MANAGER | The designated person responsible for the tracking and monitoring of the scope, budget and schedule of the PROJECT. |
| PROJECT TASK ORDER | Detailed PROJECT description, including scope of services, and payment schedule |
| REHABILITATION | The act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historic, architectural and cultural values. |
| REIMBURSABLE EXPENSES | Cost incurred by CONSULTANT directly attributable to the Project and approved by the City Engineer. Such reimbursable costs shall be computed on the basis of actual cost or purchase price and on the basis of usual commercial charges for items provided by CONSULTANT. Reimbursable expenses exclude all the submittals stipulated in the Project Task Order. |
| SCHEMATIC DESIGN | Schematic Drawings and Massing Model based on the approved Preliminary Design for the Projects. |
| USING AGENCY | The Department of Animal Services who will occupy and operate the facilities of the completed PROJECT. |

ARTICLE 3 - PROJECT DESCRIPTION

In November 2000, the voters approved a \$154.1 million Animal Bond initiative which provides funding for eight (8) animal shelter projects which includes building two (2) new animal shelters, replacing three (3) shelters and renovating and expanding three (3) existing shelters. Five (5) sites require land acquisition.

When a specific PROJECT is ready for Design Services, the City Engineer shall issue a "Project Task Order" which contains the description of the PROJECT along with the detailed scope, schedule, and cost of the PROJECT for negotiation with consultants. Upon agreement, the CONSULTANT shall be held liable to the conditions and terms set forth in this AGREEMENT and the Project Task Order. The Sample Project Task Orders are shown in Exhibit B.

The Board of Public Works approved the selection of five (5) Architectural and Engineering firms according to the Consultant Rating Criteria outlined in the Request for Qualifications for the 2000 Animal Bond and other animal shelter projects to perform Architectural Design services work for the Animal Shelter Facilities.

Each firm will be assigned a project or projects as determined by the City Engineer or his designated representative based on the Statement of Qualifications submitted by each firm and their interview evaluation as conducted by the CITY'S selection panel.

To determine the order of the rotation list, at the time of contract execution by the Board, the names of the five (5) architectural firms will be included in sealed envelopes. The Board will then randomly select an envelope to determine the order of the rotation list.

After the Projects are assigned to each firm, the CITY will negotiate with the selected firm based on the Project Task Order for each project. If the CITY cannot conclude negotiations with the assigned firm, the CITY will commence negotiations with the firms on the rotation list in order until the CITY has awarded the project to a firm.

If the CITY and the CONSULTANT cannot conclude negotiations on the Project Task Order for the assigned Project, the CONSULTANT'S opportunity for other project(s) will depend on other projects availability and the CONSULTANT'S rank on the rotation list.

If the CITY and the CONSULTANT are successful in their negotiations on the Project Task Order for the assigned Project, the successful CONSULTANT will be placed at the bottom of the rotation list.

**ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY
CONSULTANT**

4.1 CONSULTANT shall perform the services described in Article 4.4. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultant performing the same or similar services.

4.2 CONSULTANT shall provide corrective services without charge to the CITY for services which fail to meet the above standards and which are reported to CONSULTANT in writing within sixty days of discovery. Should the CONSULTANT fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONSULTANT Shall be liable for any expenses thereby incurred.

4.3 The CONSULTANT shall maintain complete and auditable records with respect to all costs incurred under this AGREEMENT, including the records supporting the cost proposal used to enter into this AGREEMENT with CITY. All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable. CONSULTANT shall make available to the representative of the CITY all of such books and records, and the right to examine and audit the same, and to make transcripts or copies there from. CONSULTANT shall maintain and allow inspection of all said books, and records, including, but not limited to, work data, documents, proceedings, and activities related to this AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT. The CONSULTANT shall maintain said records in a manner that will indicate actual time and allowable costs with respect to all work performed hereunder as required by the CITY.

4 Scope of Services

The services to be performed or rendered by the CONSULTANT shall be the complete design of the PROJECT including demolition of the existing buildings/structures on the PROJECT site and shall consist of all of the requirements specifically described in the Project Task Order.

4.4.1 The CONSULTANT shall prepare all documents and drawings necessary to secure demolition permit for the demolition of any existing structures on the PROJECT site if requested by the CITY. Payments to the CONSULTANT for such services shall be paid for under the Provisions for Reimbursable Expenses as stipulated in Article 10.3.1.

The CONSULTANT shall prepare all documents and drawings for selective demolition of any part of the existing animal shelter in order to accommodate the renovation and expansion. This work is included in the Payment Schedule Section of Project Task Order.

The demolition documents and drawings shall be submitted to the City Engineer for review.

The CITY shall provide Asbestos and Lead Base Paint Survey Reports for the Consultant to incorporate into the Bid Documents package.

4.4.2 The CONSULTANT shall prepare all documents and drawings necessary to obtain approvals from the City Planning, including but not limited to, Conditional Use Permit (CUP), if applicable. Payments to the CONSULTANT for such services shall be paid for under the Provisions for Extra Services as stipulated in Article 10.

In the event that the CITY has no record drawings for the existing animal shelter of a renovation/expansion project, the CONSULTANT shall prepare measured drawings of the existing animal shelter and they shall become a part of the project.

4.4.3 The services required for each part shall include all necessary consultations, meetings and conferences with the Department of Animal Services, the Community, the Cultural Affairs

Commission, the City Officers, Employees and Representatives of the BOARD, other CITY Departments, State, Federal and other Agencies having jurisdiction over the PROJECT.

4.4.4 The CONSULTANT shall prepare and perform all presentations for required approval of the PROJECT including all presentations to the Community, Animal Services Commission and the Cultural Affairs Commission until approval has been obtained.

4.4.5 The CONSULTANT shall incorporate into the Bid Document package all recommendations from any environmental documents provided by the CITY (including removal of identified hazardous materials) that pertains to the project. The CONSULTANT and the CITY agree that the CONSULTANT assumes no responsibility for the work of others except the subconsultants hired by the CONSULTANT.

4.4.6 The CONSULTANT shall incorporate sustainable design principles within the design of the building; provide protection of the natural and urban environment and public health by designing and specifying energy efficient systems and maximizing the use of recycled construction products.

The Consultant shall design the facility and prepare all pertinent documents to meet sustainable development guidelines as outlined in the LEEDS Rating System Criteria (Leadership in Energy and Environmental Design, Green Building Rating System Criteria, Us Green Building Council) and as specified in the Project Task Orders.

4.4.7 The CONSULTANT shall assist the City Engineer, the Department of Animal Services and the Cultural Affairs Commission in the selection of an Artist whose artwork may be incorporated into the elements of the proposed project.

The CONSULTANT shall also assist the Artist in selection of appropriate art projects to be approved by the Department of Animal Services and the Cultural Affairs Department. The installation of the artwork shall be approved by the City Engineer and may become a part of the PROJECT as determined by the City Engineer. The CONSULTANT shall coordinate with the Artist in providing the required Construction Document for installation of artwork.

4.4.8 The CONSULTANT shall submit to the City Engineer for review and approval a Flow Chart or a Bar Chart schedule describing the PROJECT development sequences from Schematic Design through Construction Documents. The CONSULTANT shall update the Flow Chart or Bar Chart as required by the City Engineer. The format shall be in MS Project 2000 or as approved by the City Engineer. One reproducible copy and one electrical file (CD) shall be submitted.

4.4.9 The CONSULTANT shall perform the Architectural and Engineering Services necessary for completion of the PROJECT in accordance with applicable Federal, State and Local Laws, Ordinances and Regulations. The CONSULTANT shall comply with the latest edition of all the regulations including but not limited to Los Angeles City Building Code (LABC) and Los Angeles Zoning code.

4.5 Consultant Schedule of Services

4.5.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within 15 calendar days, after receiving the CITY's notice to proceed. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in Exhibit A. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.

4.5.2 The CONSULTANT's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the ENGINEER's review of each submittal unless a longer period of time is specified elsewhere in this Agreement. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major

work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Agreement and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the contract documents.

- 4.5.3 The CONSULTANT shall submit updated schedule of services to the ENGINEER five (5) days prior to the submittal of the CONSULTANT's monthly payment request. The submittal of the updated CONSULTANT's schedule of services, which satisfies the requirements of this Section, accurately reflects the status of the work, incorporates all changes into the schedule, and shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONSULTANT, or other update submittal approved by the ENGINEER.

As a condition precedent to final payment, the CONSULTANT shall submit to the ENGINEER a final schedule of services that accurately reflects the manner in which the services were actually completed.

- 4.5.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONSULTANT shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference.
- 4.5.5 The CONSULTANT shall submit a progress report monthly. This will consist of a monthly narrative progress report. The purpose of the report is to provide a brief description of the status of the work and to acknowledge any problems and open issues

that may affect timely completion.

4.5.6 The CONSULTANT shall participate in Progress meetings with the Program Manager. These meetings shall be held monthly at the discretion of the Program Manager. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

4.5.7 When the Construction Document Drawings and Specifications are 50% or 100% complete, The CONSULTANT shall submit 50% and 100% Construction Documents to the CITY for review as specified in the Project Task Order.

4.5.8 The City Engineer shall return to CONSULTANT, Construction Document Drawings and Specifications with notations of required revisions, additions and deletions. The CONSULTANT shall make all revisions including Building and Safety corrections.

4.5.9 The CONSULTANT shall not permit reproductions to be made of the Schematic Design, Design Development Plans, or Construction Documents, except upon the order of, or with the consent of the City Engineer. The CONSULTANT shall not provide construction Contractors or other interested parties with copies of the Drawings or Specifications, nor shall the CONSULTANT knowingly permit their usage other than herein authorized.

ARTICLE 5 - KEY CONSULTANT PERSONNEL

5.1 CONSULTANT designates Barton Choy, AIA, Principal to implement the work along with designated key personnel. Additional technical specialists shall be assigned subject to the CITY Program Manager's approval.

5.2 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Agreement shall serve in these positions as long as required by the Project, and CONSULTANT shall not change personnel assigned to these positions without the consent

and approval of CITY's Program Manager, provided such consent shall not be unreasonably withheld.

ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CITY

The CITY Engineer designates Paul J. (Mike) Michalski as its Animal Facilities Program Manager, representing the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of the CITY", "consult with the CITY", "confer with the CITY", or similar terms are used, they shall refer to the Program Manager. The Program Manager may designate an assistant to act in his/her behalf. The Program Manager may be changed at the direction of the City Engineer at any time.

The CITY shall furnish, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONSULTANT. The CITY shall also furnish the CONSULTANT with the following information to define the requirements of the project:

- Project Data

The City Engineer shall deliver to the CONSULTANT for its use as part of the "Notice to Proceed", all available information related to the project site, building program, space requirements, and soils reports. The City Engineer shall also deliver to the CONSULTANT, a sample of Title Block and other data prepared by the Bureau of Engineering and the Department of Animal Services.

- Plans

Where Projects involve existing buildings the City Engineer shall furnish to the CONSULTANT prints of the original plans, elevations, sections and details that reflect existing architectural, structural, mechanical, electrical, and appurtenant conditions when available. However the CITY assumes no liability for their accuracy. CONSULTANT shall undertake measures to verify the accuracy.

- Inspection

The INSPECTOR shall provide inspection of construction materials and workmanship necessary to assure compliance with the CONSULTANT's approved drawings and specifications.

- Coordination

The City Engineer shall cooperate with the CONSULTANT in all matters pertaining to services to be rendered under this AGREEMENT, so that the PROJECT may proceed without undue delay; the CONSULTANT shall consult the City Engineer or his/her representative on all matters relative to this AGREEMENT.

- Permits

The City Engineer shall arrange for the payment of all fees that may be required to obtain a building permit, fees to the Department of Water & Power, fees to the Cultural Affairs Department and/or other permits necessary for the PROJECT. The CONSULTANT shall secure all approvals necessary for permits.

- Construction Contract Forms

The City Engineer shall provide printed Bid Forms, Instruction to Bidders, Bond Forms, Advertisement for Bids, the Construction Contract Agreement, and all Bid Forms, which may be required.

- Survey

The City Engineer shall furnish to the Consultant a general topographic survey of the Project site showing all existing structures, power or telephone poles, fences, signs, trees, concrete curbs, gutters, sidewalks, property lines, center lines of streets and elevations. The Consultant shall investigate all utility connections with the appropriate agencies.

- Asbestos, Toxic Waste and Hazardous Materials

If required, the City Engineer shall engage an appropriately licensed CONSULTANT to prepare a survey of asbestos, toxic waste and hazardous materials, which includes types and location of the materials found in the existing facilities and if materials are found furnish a

copy to the CONSULTANT.

- Soils Report

The City Engineer shall furnish Geotechnical Reports as needed for the Project.

ARTICLE 7 - TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this AGREEMENT shall begin on the date of full execution of this AGREEMENT and shall expire August 31, 2006 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This Contract has been signed on behalf of the CONSULTANT by the person or persons authorized to bind the CONSULTANT hereto;
- (b) This Contract has been approved by the CITY's Council or by the board, officer or employee authorized to give such approval;
- (c) The office of the City Attorney has indicated in writing its approval of this Contract as to form and legality;
- (d) This Contract has been signed on behalf of the CITY by the person designated to so sign by the CITY's Council or by the Board, officer or employee authorized to enter into this Contract.

All required services during the period of this AGREEMENT shall be in accordance with the schedule of performance of the services as mutually agreed and set forth in the Project Task Order.

ARTICLE 8 - TERMINATION

- 8.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This Agreement may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONSULTANT is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.3 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONSULTANT'S default.

If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to written commitments that were executed prior to the termination.

- 8.4 Upon receipt of a termination action under Articles 8.1 or 8.2 above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

8.5 Upon termination under Articles 8.1 or 8.2 above, the CITY may take over the work and may award another party an Agreement to complete the work under this Agreement.

8.6 If, after the termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Agreement price shall be made as provided in Article 8.3 of this article.

ARTICLE 9 - SUBCONTRACT APPROVAL

All subcontracts in excess of \$10,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subconsultant's name and dollar amount of each subcontract. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

○ CONSULTANT plans to subcontract with the firms identified and approved in their MBE/WBE/OBE Outreach Program for Personal Services Contracts Greater than \$100,000.

This listing is not exclusive and additional subconsultants may be added with the approval of the Project Engineer. Substitution requires approval from the BOARD.

ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT

10.1 COMPENSATION

CONSULTANT agrees to perform the work specified in Article 4.4 and the Project Task Order, and CITY shall compensate CONSULTANT on a Lump Sum basis. This lump sum payment includes salary, fringe benefits, overhead, profit and all other expenses incurred by CONSULTANT except as specified in Article 10.3.1. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Payment Schedule Section of the Project Task Order.

In the event that the City Engineer deletes a part or parts of the scope of work for this PROJECT, the CONSULTANT shall submit to the CITY, upon notification by the City Engineer in writing, his/her proposal for the particular task based on the hourly rates stipulated in the Project Task Order. The agreed amount shall be deducted from the total Basic Services fee.

10.2 INVOICING AND PAYMENT

10.2.1 According to the Payment Schedule specified in the Project Task Order, CONSULTANT shall submit to CITY an original and three (3) copies of an invoice in a format acceptable to the CITY. CITY shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the CITY. If the CITY does not notify CONSULTANT within fifteen (15) days of receipt, then the entire invoice amount shall be deemed approved for payment. CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after CITY's Project Manager receives CONSULTANT's invoice.

10.2.2 Invoices shall be prepared in such form and supported by such documentation as may be reasonably required by CITY to establish the amount of such invoices as being allowable. An MBE/WBE/OBE Utilization Profile, [Exhibit C], listing MBE/WBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. All such invoices shall be subject to audit.

10.3.3 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the total amount specified in the Payment Schedule in the Project Task Order.

10.3.4 CITY liability under this contract shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or

employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Agreement.

CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Agreement shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Agreement.

10.3 REIMBURSABLE EXPENSES

10.3.1 The fees to the Department of Water and Power, Department of Building and Safety, Cultural Affairs Department and the State Historic Preservation Office (SHPO), if required, shall be handled and arranged by the CONSULTANT and paid for by the CITY. CONSULTANT shall not be entitled to any markup on these fees.

10.4 Costs of Consultant Incurred Prior to Full Execution of this AGREEMENT

Costs incurred by the CONSULTANT prior to the actual date of full execution of this AGREEMENT shall only be payable to CONSULTANT if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY as detailed in Section 10.1 above and said approval for payment occurs after this AGREEMENT is fully executed.

10.5 If the BOARD does not award a contract for the construction of the PROJECT, or a portion thereof, after approval of the Construction Document Drawings as stipulated in Article 4 and the Project Task Order the sum stipulated for 100% completion of Construction Document Drawings plus accrued Reimbursable Expenses shall constitute full and final payment to the CONSULTANT for services rendered under this AGREEMENT.

ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 - INDEMNIFICATION AND INSURANCE

2.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of CONSULTANT or its subconsultants of any tier.

2.2 INSURANCE

A. General Conditions

During the term of this Contract and without limiting CONTRACTOR'S/CONSULTANT'S indemnification of the CITY, CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in [Exhibit D] hereto covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, Ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in [Exhibit D], and shall otherwise be in a form acceptable to the City Attorney.

Specifically, such insurance shall: 1) protect city as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear; respectively, when such status is appropriate and available depending on the nature of the applicable coverage; 2) provide City at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, CONTRACTOR'S/CONSULTANT'S insurance is not expected to respond to claims which may arise from the acts or omissions of the City.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONSULTANT ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONSULTANT, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONSULTANT. The required coverage and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S/CONSULTANT'S insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR'S/CONSULTANT'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies

so paid from CONSULTANT.

D. Workers Compensation

By signing this Contract, CONSULTANT hereby certifies that is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

ARTICLE 13 - INDEPENDENT CONTRACTORS

CONSULTANT is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of CONSULTANT.

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

- 14.1 CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT's profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, at no

additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

- 14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Agreement, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with this Agreement.
- 14.5 Except as specified in Article 12 and as otherwise provided in this Agreement, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 - OWNERSHIP OF DATA

- 15.1 All nonproprietary drawings, plans, specifications, computer data files, basis for design calculations, and engineering notes, as prepared hereunder, shall become the property of CITY. CONSULTANT shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set in the form described in Article 15.2, below. CONSULTANT shall be permitted to maintain copies of all such data for its own files. Should CITY use these products or data in connection with additions to the work required under this Agreement or for new work, without consultation with and without additional compensation to CONSULTANT, CONSULTANT shall have no liability or responsibility whatsoever in connection with such use.

15.2 Specifically with regard to the computer data files specified in Article 15.1, above, said computer data files (or databases) shall be provided to the CITY by tape or electronically, via an asynchronous RS-232 protocol, to a CITY provided compatible computer system. With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin mylar stock or good quality paper satisfactory for reproduction.

ARTICLE 16 -NONDISCRIMINATION AND AFFIRMATIVE ACTION

The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$500 but not more than \$5,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$5,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Agreement with the CITY.

**ARTICLE 17- MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE
OUTREACH PROGRAM**

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with Mayoral Directive 1-C regarding the MBE/WBE/OBE Outreach Program for Personal Services Contracts Greater than \$100,000, Attachment [A] to the Request for Proposal. CONSULTANT shall not change any of these designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

An MBE/WBE/OBE Utilization Profile, [Exhibit C], listing MBE/WBE/OBE amounts invoiced versus planned expenditures shall be submitted by CONSULTANT as part of the invoicing procedures as described in Article 10.3.2 Supra. CONSULTANT shall provide an expenditure plan projection including the MBE/WBE/OBE usage within the period of this Agreement.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the contract shall be made without written consent of the parties to this Agreement as required under Article 33.

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: P. J. (Mike) Michalski, Program Manager
Address: Bureau of Engineering/Animal Facilities
650 South Spring Street, Suite 1100
Los Angeles, CA 90014

To The CONSULTANT:

Contact Person: Barton Choy, AIA, Principal
Address: ChoyAssociates Inc.
901 El Centro Street
South Pasadena, CA 91030-3115

ARTICLE 20 - FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONSULTANT nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond CONSULTANT's or the CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 - SEVERABILITY

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

ARTICLE 22 – DISPUTES

○ Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 - ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 -APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

○ Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED**

CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 26 - BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Municipal Code Sections 11.47 through 11.56.

ARTICLE 27. CHILD SUPPORT ASSIGNMENT ORDERS

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as [Exhibit E] and incorporated herein by this reference. Pursuant to this Section, CONSULTANT (and any subcontractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for CONSULTANT or CONSULTANT's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONSULTANT and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq*; and (4) maintain such compliance throughout the Term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of CONSULTANT or an applicable subcontractor to comply with all applicable reporting requirements or

to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONSULTANT or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONSULTANT by City.

CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONSULTANT assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 28. COMPLIANCE WITH YEAR 2000

CONSULTANT assures that all hardware, software, and other computer-related products and services purchased or leased for the City under this Agreement shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, years 2000, and leap year calculations to the extent that other information technology used in combination is compatible.

ARTICLE 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

A. This contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et.seq., of the Los Angeles Administrative Code and the Living Wage Ordinance Section (LWO) 10.37 et. seq. of the Los Angeles Administrative Code in accordance with the Certification attached hereto as [Exhibit F] and incorporated herein by this reference. The ordinances require that unless specific exemptions apply, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a

contract term of at least three (3) months, lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONSULTANT or subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for in the SCWRO;

Payment of a minimum initial wage rate to employees as defined in the LWO of Seven Dollars and Thirty Nine Cents (\$7.39) per hour with health benefits of at least One Dollar and Twenty Five Cents ((\$1.25) per hour; or, otherwise, Eight Dollars and Sixty Four Cents (\$8.64) per hour adjusted annually (refer to LWO for updated rates to be applied to this contract);

Provision for at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employees' request, and at least ten (10) additional days per year of uncompensated time off for sick leave.

CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing.

Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONSULTANT, lessee, licensee, or financial assistance recipient violated the provisions of the referenced code sections.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from

employers.

ARTICLE 30. AMERICANS WITH DISABILITIES ACT

The CONSULTANT shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as [Exhibit G] and incorporated herein by this reference.

ARTICLE 31. EQUAL BENEFITS ORDINANCE

A. CONSULTANT shall comply with the Equal Benefits Ordinance. During the performance of this contract, the CONSULTANT certifies and represents that the CONSULTANT will provide equal benefits to its employees with spouses and its employees with domestic partners. CONSULTANT shall complete the Certification Regarding Compliance with the Equal benefits Ordinance which is attached hereto as [Exhibit H] and made a part thereof.

The CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

1. The CONSULTANT shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.
2. The failure of any CONSULTANT to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONSULTANT.

3. Upon a finding duly made that the CONSULTANT has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONSULTANT is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such CONSULTANT shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.
4. Notwithstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
5. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
6. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.
7. All CONSULTANTS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, on the subcontractors as are applicable to the CONSULTANT. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT's contract with the City.

ARTICLE 32 - WAIVER

A waiver of a default of any term of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 33 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONSULTANT may not, unless it has first obtained the written permission of the CITY.

- (a) Assign or otherwise alienate any of its rights hereunder, including the right of payment;
or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 34 - PERMITS

The CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONSULTANT's performance hereunder and shall pay any fees required therefore. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 35 - CLAIMS FOR LABOR AND MATERIALS

The CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONSULTANT hereunder), against the CONSULTANT's rights to () ments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance act with respect to such labor.

ARTICLE 36 - DISCOUNTS

CONSULTANT agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payments made under this Agreement which meet the discount terms.

ARTICLE 37 - CONTRACTOR PERFORMANCE EVALUATION

In accordance with Article 13 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit a Contractor Performance Evaluation to the City Administrative Officer (CAO) upon completion of the contract.

IN WITNESS WHEREOF, the parties here to have executed this AGREEMENT on the day and year written below.

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By: *Christopher M. West*

Title: Assistant City Attorney

Choy Associates Inc.

By: *[Signature]* 9/5/07

Title: Chairman

ATTEST

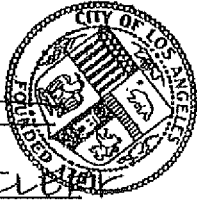
J. Michael Carey, City Clerk

CITY OF LOS ANGELES

By: *[Signature]*

Title : President, Board of Public Works

By: *Ellen Altier*
Board of Public Works, Commissioner

By: *[Signature]* 

Title: Deputy Clerk

Date: 11/15/2001

**BOARD OF PUBLIC WORKS
MEMBERS**

VALERIE LYNNE SHAW
PRESIDENT
ELLEN STEIN
VICE-PRESIDENT
JANICE WOOD
PRESIDENT PRO-TEM
RONALD LOW
ADRIANA RUBALCAVA

JAMES A. GIBSON
SECRETARY

**CITY OF LOS ANGELES
CALIFORNIA**



JAMES K. HAHN
MAYOR

**DEPARTMENT OF
PUBLIC WORKS
BUREAU OF
ENGINEERING**

VITALY B. TROYAN, P.E.
CITY ENGINEER
650 SOUTH SPRING ST., SUITE 200
LOS ANGELES, CA 90014-1911

P.J. (Mike) Michalski
Animal Facilities Program Manager
221 N. FIGUEROA ST., SUITE 1640
LOS ANGELES, CA 90012

<http://eng.lacity.org>

March 28, 2002

Mr. Barton Choy
Choy Associates
901 El Centro Street
South Pasadena, CA 91030-3115

Dear: Mr. Choy

**TASK ID NCR002 – NORTH CENTRAL ANIMAL SERVICES CENTER
DELIVERY OF PROJECT TASK ORDER AND ISSUANCE OF NOTICE TO PROCEED
WITH PROJECT DESIGN**

Attached is the Project Task Order (PTO) for design services for the North Central Animal Service Center. Based on our previous agreement, please sign the PTO and return one original.

Upon your signature of the PTO, you are hereby requested to proceed with the design services as described therein. The official NTP date for this task will be April 1, 2002.

The authorized Not-to-Exceed (NTE) amount for this Notice to Proceed is as outlined in the PTO. Additional services beyond those in the PTO will not be compensated unless specifically approved by our office as additional services.

If you have any questions regarding this letter, please contact Ted Allen at (213) 580-6858.

Sincerely,

P.J. (Mike) Michalski, Program Manager
Animal Facilities Bond Program

CC: Linda Gordon, AFBP
Jin Kim, AFBP

PJM/TA/J:\Consultant Doc's\NTP's\NTP NCR002.Doc

TRANSMITTAL NO. 2

EXHIBIT B

PROJECT TASK ORDER

FOR

ANIMAL FACILITIES BOND PROGRAM

WITH

CHOY ASSOCIATES ARCHITECTS

C 102336

**PROJECT TASK ORDER
FOR
CHOY ASSOCIATES ARCHITECTS**

SECTION I - SCOPE OF SERVICES

The CONSULTANT shall provide complete ARCHITECTURAL AND ENGINEERING SERVICES in accordance with and as specifically described in this Project Task Order for the **Renovation and Expansion of existing North Central Animal Service Center** located at **3201 Lacy Street, Los Angeles, CA 90031**.

The CONSULTANT shall comply with the Final Micro-Level Space Requirement Program (dated September 24, 2001 – Revised and Reissued January 07, 2002) and conform to the Design Guidelines and Outline Specification (dated January 7, 2002). The following may be excluded from the Final Micro-Level Space Requirement Program: Sky Lights to Gallery, Galleries (1,812 SF), Exercise Rooms (828 SF), Animal Training Area (8,000 SF), and Behavioral Assessment Room (248 SF).

The CONSULTANT shall submit Cost Estimates in the format approved or provided by the CITY.

The CONSULTANT shall use Leadership in Energy and Environmental Design (LEED) criteria to incorporate sustainable design features into the Project. The PROJECT shall be designed to achieve LEED certification level of **Certified**.

The CONSULTANT shall prepare all LEED efforts & documentation for LEED Certified Level Credit. The CONSULTANT shall provide/obtain all necessary for commissioning the Project for the Certified Level. The Consultant is required to obtain LEED Certificate for the Certified Level for this Project.

The CONSULTANT shall submit Project Design Schedule and Project Check List which includes the activities related to LEED for approval.

The CONSULTANT shall incorporate "Savings by Design" Program – Energy Efficiency Incentive Program - per Southern California Gas Company and Department of Water and Power Photovoltaic and Electric Vehicle Program.

PART A - SCHEMATIC DESIGN PHASE consists of:

- A.1 The CONSULTANT, using the Program furnished by the CITY and from CONSULTANT's own research, shall present to the CITY ENGINEER its proposed analysis and direction for the design of this PROJECT.

- A.2 Research on Building and Zoning Code requirements, easements, adjacent structures, parking requirements, highway dedications, setbacks and building lines and other requirements pertaining to building design. The above information shall be included on the title page of each set of drawings.

The CONSULTANT shall investigate and notify the CITY of any zoning variances, Conditional Use Permit (CUP), or other approvals that are necessary for the PROJECT.

For the renovation and expansion Project, the Consultant shall conduct exploratory investigation on the existing animal shelter facility as necessary for the expansion and renovation of the existing animal shelter facility.

- A.3 Analysis of requirements and proposed uses of the PROJECT by the Department of Animal Services, computation of required floor areas, parking, setbacks and other areas necessary to the proposed uses. Analysis of the site, such as climatic conditions, soil conditions, solar access, neighboring environment, traffic and pedestrian patterns shall also be provided and reflected in the systems designed to minimize energy consumption and maximize both resource conservation and the health of the built environment.

- A.4 The preparation of three (3) alternative schemes and presentation of these schemes to the Community, Animal Services Commission, and CITY ENGINEER. The presentation materials shall consist of site plan and schematic floor plan of each of three (3) alternative schemes. The CITY may select one (1) scheme or a combination of schemes for further development in the Schematic Design Phase.

The CONSULTANT shall provide analyses for the selected schematic alternative that evaluates the sustainability merits. Energy efficiency, indoor air and environmental quality, preliminary material selection and construction practice strategies shall be identified as well as an analysis of the implications to the building form, the construction costs, and the maintenance costs.

- A.5 Based on the selected scheme or a combination of schemes develop drawings indicating plot plans, floor plans and drawings illustrating elevations, sections and construction materials with a list of materials proposed which contain recycled materials. Indicate the building summary and occupancy separation. (North arrow should be oriented to the top of the sheet or to the left when up is not feasible).

For the renovation and expansion Project, schematic drawings illustrating the entire building along with drawings of the structure from existing record drawings, and/or from field conditions and investigation, or from measured drawings of the existing building prepared by the CONSULTANT.

- A.6 Preparation of outline specifications indicating construction methods, concepts and materials used including mechanical and electrical systems concept.
- A.7 Preparation of the construction cost estimate for the Schematic Design.
- A.8 A Study Massing Model of the PROJECT on the site plan with a minimum scale 1/16" appropriately sized and showing landscape and hardscapes areas.

- A.9 Preparation of any information required for review by Government authorities having jurisdiction over this PROJECT.
- A.10 Additional drawings as required to illustrate interior treatment, interior fixtures, shelving, colors, overall effect and landscape treatment.
- A.11 The CONSULTANT, based upon the selected scheme and with the required Schematic drawings as described in above paragraphs, shall submit the following for review, comment and approval by the CITY ENGINEER on the Schematic Design Phase due date:
- a. Fifteen (15) sets of blackline prints of SCHEMATIC DESIGN.
 - b. Fifteen (15) copies of Outline Specifications.
 - c. Fifteen (15) copies of Construction Cost Estimate – Class "C"
 - d. Fifteen (15) copies of written documentations and design summary describing energy efficiency systems and all sustainability issues addressed in the design, using LEEDS (Leadership in Energy and Environmental Design System) format, including the LEED checklist.
 - e. One (1) Study Massing Model

The CONSULTANT shall notify and obtain approval in writing from the CITY of any modifications or deviations made from the Program furnished by the CITY or any Code or regulatory requirements.

- A.12 Presentation of the Schematic Design Drawings and the massing model to the Community, the Animal Services Commission, and the Cultural Affairs Commission. Presentation to the Community and the Animal Services Commission will be as scheduled by the Department of Animal Services.

Three (3) presentations are required unless the Schematic Design is not approved by the Community, the Department of Animal Services, and the Cultural Affairs Commission.

- A.13 Revisions of the SCHEMATIC DESIGN implementing all CITY's comments until approved by the CITY ENGINEER. If after the third submittal of the SCHEMATIC DESIGN as described in paragraphs A.1 through A.15 inclusive, it is the opinion of the CITY ENGINEER that the SCHEMATIC DESIGN does not meet the PROGRAM requirements, the CITY ENGINEER may suspend the services of the CONSULTANT. At which time, there shall be due and payable to the CONSULTANT, 50% of the agreed lump sum fee for the SCHEMATIC DESIGN PHASE and termination proceeding will commence.
- A.14 After approval of the Schematic Design by the CITY ENGINEER, the CONSULTANT shall submit to Department of Building & Safety, the Planning Department, the Fire Department, and all other Government Agencies having jurisdiction over the PROJECT for a preliminary plan review for code compliance.
- A.15 Upon completion of the CONSULTANT's services under Section I - SCOPE OF SERVICES, Part A, Paragraphs A.1 through A.14, the CITY ENGINEER may require the CONSULTANT to provide additional studies, analysis, and alternate schemes. Payment to the CONSULTANT for Extra Services beyond the scope of work shall be negotiated between the CITY ENGINEER and the CONSULTANT and shall be compensated for Extra Services as per Section III, Item 9.

PART B - DESIGN DEVELOPMENT PHASE consists of:

- B.1 Upon approval of the Schematic Design Phase by the CITY ENGINEER, the CONSULTANT will be authorized in writing to proceed with the Design Development Phase.

The CONSULTANT shall provide drawings based on the approved Schematic Design, but illustrating in greater details than the Schematic Design Phase, floor area relationships, the various requirements of different occupancies, elevations, sections, architectural, civil, structural, mechanical, electrical, landscaping, fire/life safety, security requirements, and other design aspects. The Design Development

Phase shall include sufficient details, all matters which will materially affect the cost of the PROJECT and all essential operational requirements of the Department of Animal Services based on the approved Schematic Design and all modifications requested by the CITY ENGINEER.

- B.2 Preliminary Specifications for the PROJECT shall be furnished to the CITY ENGINEER with the Design Development Plans for review, modification and approval. The Specifications shall be arranged in Construction Specification Institute (CSI) Format. Preliminary Specifications shall be typewritten double-spaced on one side of 8-1/2" x 11" bond paper.
- B.3 Construction Cost Estimate for the PROJECT indicating quantity and unit cost by sixteen (16) divisions and in the format approved by the CITY. Structural, mechanical, plumbing and electrical calculations shall be furnished to the CITY ENGINEER with the plans for review, modification and approval.
- B.4 A 20" x 30" colored Perspective Rendering of the PROJECT in such form as the CITY ENGINEER may direct (street view perspective of the building is preferred). The perspective shall first be done in pencil and delivered to the Bureau of Engineering for approval prior to completion of rendering. An alternate to pencil may be used if approved by the City.
- B.5 Floor plans, cross and longitudinal sections (scale 1/8"=1'-0" minimum or scale approved by the CITY) of the proposed project rendered with colors in accordance with the schedule of interior and exterior finishes and materials, mounted on illustration board for presentation to the CITY ENGINEER and the Department of Animal Services.
- B.6 Interior and exterior material sample boards, including color samples for shelving, mounted on 1/4" thick foam core boards or other similar material. The material samples shall be of adequate size to indicate texture and color.

- B.7 Submission and revision of the Plans and Preliminary Specifications to comply with the approved Schematic Documents as determined and approved by the CITY ENGINEER.
- B.8 Additional drawings as required to illustrate interior and exterior treatment, interior and exterior fixtures, shelving, colors, overall effect and landscape treatment.
- B.9 Submittal of the following for review, comment and approval by the CITY ENGINEER, the Department of Animal Services, and the Cultural Affairs Commission, on the Design Development due date:
- a. Fifteen (15) sets of blackline prints of the Design Development Drawings.
 - b. Fifteen (15) copies of the Preliminary Specifications for the PROJECT.
 - c. Fifteen (15) copies of the Construction Cost Estimate – Class "C".
 - d. Fifteen (15) copies of the mechanical, plumbing, electrical and structural calculations.
 - e. Fifteen (15) copies of written documentation and design summary describing all energy efficiency systems and sustainability issues addressed in the design development documents, using the LEEDS format, including updated LEED checklist.
 - f. Two (2) sets of all interior and exterior material samples mounted on illustration boards or other similar material. The material samples shall be of adequate size indicating texture and color.
 - g. Architectural Perspective Rendering and Photographs as follows:
 1. One (1) colored Architectural Perspective Rendering 20" x 30" in size with matting 3" wide on 3 sides and 5" wide on bottom side, with non-reflective glass and on a 28" x 36" dark bronze anodized extruded aluminum frame. Submit frame sample for approval by Program Manager prior to final assembly. Title must be provided as per CITY ENGINEER instructions. One (1) colored floor plans & sections as described in paragraph B.5 above.
 2. Three (3) colored photographs of the rendering, same size as original and equally framed.

3. Ten (10) 8" x 10" color photographs and two (2) sets of negative of the approved rendering.

The CONSULTANT shall notify and obtain approval in writing from the CITY of any modifications or deviations made from the Program furnished by the CITY, approved Schematic Design, or any Code or regulatory requirements.

- B.10 Presentation of the Design Development drawings, renderings, model and material samples to the Animal Services Commission, the Community, and the Cultural Affairs Commission.

Three (3) presentations are required unless the Schematic Design is not approved by the Community, the Animal Services Commission and the Cultural Affairs Commission.

- B.11 After review of the Design Development Phase, the CONSULTANT shall revise and submit the documents as noted by the CITY. It is the responsibility of the CONSULTANT to inform the CITY ENGINEER in writing prior to proceeding with the Construction Document if the modifications requested by the CITY ENGINEER will materially affect the Construction Estimate.

- B.12 The CONSULTANT shall submit and revise the plans and Preliminary Specifications until an acceptable Design Development Plan has been approved by the CITY ENGINEER.

- B.13 The CONSULTANT shall submit an analysis evaluating the sustainability merits of the design. Energy efficiency, indoor air and environmental quality, materials selection and construction practices strategies shall be identified as well as an analysis of the implications to the building form, the construction costs, and maintenance costs.

- B.14 If the CONSULTANT's construction cost estimate of the Design Development

exceed the Construction Cost Budget as stipulated in Section III, Item 1, the CONSULTANT shall, upon request from the CITY ENGINEER, meet with the Department of Animal Services and the CITY staff to discuss adjustments to the design or construction budget at no additional cost to the CITY. CONSULTANT shall submit CONSULTANT's proposal for CITY's approval for completion of design as scheduled.

PART C - CONSTRUCTION DOCUMENT PHASE (Working Drawings, Calculations and Specifications) consists of:

- C.1 Upon approval of the Design Development Phase by the CITY ENGINEER, the CONSULTANT will be authorized in writing to proceed with the Construction Document Phase.

The Construction Document Drawings shall include, but are not limited to complete Civil, Demolition, Architectural, Structural, Electrical, Mechanical, Plumbing, Heating, Ventilating, Air Conditioning, and Landscape Plans. Also include Fire/Life Safety and Security Plans, Calculations, Specifications and Cost Estimate in accordance with approved Design Development Plans and Specifications, except for any modifications authorized in writing by the CITY ENGINEER as indicated in Section I - SCOPE OF SERVICES, Part B, Paragraph B.11.

- C.2 The Construction Document Drawings shall be on 30" x 42" vellum with the Title Block provided by the CITY and the Specifications shall be typewritten, one side only, on 8-1/2" x 11" bond paper for reproduction. For copies, the Specifications shall be typewritten, double side, on 8-1/2" x 11".

The CONSULTANT shall provide the necessary vellums, compact disk (CD), and reproductions of all Drawings and Specifications for his/her use or his/her subconsultants' use during the preparation of the work.

- C.3 Submittals of the Construction Documents to the CITY ENGINEER for review and approvals shall be as prescribed in this Section. No glued or stick-on lettering or

decals of any kind shall be used on Contract Drawings.

The CONSULTANT shall notify and obtain approval in writing from the CITY of any modifications or deviations made from the Program furnished by the CITY, Design Development approvals, or any Code or regulatory requirements.

- C.4 The CONSULTANT shall review all Civil, Demolition, Architectural, Structural, Electrical, Mechanical, Plumbing, Heating, Ventilating, Air Conditioning, Landscape Drawings, Fire/Life Safety, Security Plans, Specifications and updated cost estimate for proper coordination to obviate conflicting features of construction or installation.
- C.5 The CONSULTANT shall be responsible for coordination and complete checking of all final Construction Documents including, but not limited to, Civil, Demolition, Architectural, Structural, Electrical, Mechanical, Plumbing, Heating, Ventilating, Air Conditioning, Landscape, Fire/Life Safety, Security Plans and Specifications. Construction Detail Drawings, calculations and specifications shall be sufficient for the construction of this type of PROJECT.
- C.6 The CONSULTANT shall be responsible for the corrections of the Construction Documents, Calculations and Cost Estimate until Construction Documents have been approved by the CITY ENGINEER.
- C.7 The CONSULTANT shall submit all Construction Documents to the Department of Building and Safety and other governmental agencies having jurisdiction over this PROJECT for plan check and secure approval for all required permits. The CONSULTANT shall provide the CITY ENGINEER with written verification of submitted plans. The CITY will make arrangements to pay for plan check fees.
- C.8 Revisions of Construction Documents, as required to comply with the approved Design Development Documents; and the requirements of legally constituted public authorities having jurisdiction as necessary to secure approvals and permits for the construction of the PROJECT.

C.9 When the Construction Documents are fifty percent (50%) complete, the CONSULTANT shall submit the fifty percent completed Drawings and Specifications in quantity as specified below, and an itemized list of the work, by technical specialty for the CITY ENGINEER's review and evaluation of the work at this stage. CONSULTANT shall submit the following quantities of submittal to the CITY ENGINEER:

Completed 50% Construction Documents:

1. Twenty (20) sets - blackline prints of 50% completed Construction Documents.
2. Twenty (20) sets of 50% completed Specifications.
3. Twenty (20) sets of Construction Cost Estimates – Class "B".
4. Twenty (20) copies of written documentation and detailed summary describing all energy efficiency systems and sustainability issues addressed in the design development documents, using the LEEDS format, including the updated LEED checklist.

C.10 The CONSULTANT shall continue working towards the 100% Construction Documents after the 50% Construction Document submittal. When the Construction Documents are one hundred percent (100%) completed, the CONSULTANT shall submit the one-hundred-percent (100%) completed Drawings and Specifications in quantity, as specified below, for the CITY ENGINEER's review. CONSULTANT shall submit the following quantities of submittal to the CITY ENGINEER:

Completed 100% Construction Documents:

1. Twenty (20) sets - blackline prints of completed 100% Construction Documents.
2. Twenty (20) sets of 100% completed Specifications.
3. Twenty (20) sets of Construction Cost Estimates – Class "A".
4. Twenty (20) copies of written documentation and detailed summary describing all energy efficiency systems and sustainability issues addressed

in the design development documents, using the LEEDS format, including the updated checklist.

- C.11 The CONSULTANT shall furnish to the City Engineer one (1) set of AutoCAD drawing files or compatible electronic files acceptable to the CITY including the pen settings for plotting, and Specifications files in CD in the native format and PDF format.
- C.12 When Construction Document Drawings have been corrected for final approvals and building permit, the CONSULTANT shall deliver the reproducible original drawings (suitable for diazo printing) and three (3) sets of blackline prints to the City Engineer for reproduction.
- C.13 When Construction Specifications have been approved, the CONSULTANT shall furnish to the City Engineer; ten (10) copies of the approved Construction Document Specifications typewritten, two-sided, single spaced on 8 1/2" x 11" bond paper and bounded except for one set for printing/copying. Consultant shall verify that sufficient margin is provided.

PART D - DESIGN CHANGES consists of:

- D.1 Revisions of designs, if so directed, shall be made in accordance with the following provision:
- Upon receipt of construction bids, should the amount of the bid of the lowest, regular responsible bidder exceed the Construction Cost Budget as stipulated in Section III, Item 1, by five percent (5%) or more, the CONSULTANT shall, if requested by the CITY ENGINEER, revise the design and make such changes in the Construction Documents, at no cost to the CITY, as will result in securing new bids not in excess of the Construction Cost Budget.

PART E - CONSTRUCTION ADMINISTRATION consists of:

- E.1 The duration of Construction Administration for this PROJECT is **twenty-four (24)** months or until the completion of the PROJECT whichever comes first from the issuance of Notice to Proceed (NTP) to the Contractor. The CONSULTANT shall be compensated for Extra Services if construction period exceeds **twenty-four (24)** months for reasons that are beyond his/her control such as design changes by the CITY or Contractor deficiencies, but exclusive of extensions caused by the CONSULTANT's own deficiencies or acts of God (such as rain, floods, storms, etc.). Payment to the CONSULTANT for the Extra Services shall be based on the CONSULTANT's rate table as stipulated Section III – Payment Schedule.
- E.2 The CONSULTANT shall attend the pre-construction meeting and the weekly construction meetings. The construction meeting minutes shall be prepared by others.
- E.3 The CONSULTANT shall visit the site weekly during construction to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as a CONSULTANT, the CONSULTANT shall keep the CITY informed of the progress and quality of the work, and shall endeavor to guard the CITY against defects and deficiencies in the work.
- E.4 The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for construction. The CONSULTANT shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Construction Documents. The CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, Subcontractor or their agents or employees, or of any persons performing portions of the work.

- E.5 The CONSULTANT shall interpret the Construction Documents and furnish any clarification drawings and other documentation to the CITY ENGINEER as specified in paragraph E.15 below. As a result of such interpretations and/or clarifications, the CONSULTANT shall determine if item is a Change Order to Construction Document for approval by the CITY ENGINEER. Any changes affecting the aesthetics or functions shall be brought to the attention of the CITY ENGINEER for approval. The CONSULTANT shall analyze price quotations received from the Contractor for proposed Change Orders and advise the CITY ENGINEER as to the acceptability of the Change Orders. The CONSULTANT shall obtain from the Contractor, a breakdown estimate of construction cost showing material and labor quantities when so directed by the CITY ENGINEER.
- E.6 The CONSULTANT shall provide written reports regarding the progress of the PROJECT if requested or as required by the CITY ENGINEER.
- E.7 The CONSULTANT shall review necessary addition or deletion of items of work covered by Change Order in the Contractor's construction when determined to be necessary and approved by the CITY ENGINEER.
- E.8 The CONSULTANT shall approve material samples for color and finish per Contract Documents. Any changes must be approved by the CITY ENGINEER.
- E.9 The CONSULTANT shall review and advise the CITY ENGINEER, before approval, as to the acceptability of any substitution(s) proposed by the Contractor.
- E.10 The CONSULTANT shall advise the CITY ENGINEER as to acceptability of test reports, methods, materials, equipment and systems.
- E.11 The CONSULTANT shall advise the CITY ENGINEER of any special inspection or testing required regardless of the stage of work. The CONSULTANT shall inform the CITY ENGINEER of the progress of the work if not satisfactorily performed in compliance with the stipulated time limits.

- E.12 The CONSULTANT shall participate in the final acceptance inspections of the PROJECT and advise the CITY ENGINEER as to the acceptability of work performed by the Contractor.
- E.13 The CONSULTANT shall make recommendations to the CITY ENGINEER to reject work that the CONSULTANT finds non-conforming with the Contract Documents.
- E.14 The CONSULTANT shall review all submittals by the Contractor, including Shop Drawings, Product Data and Samples for conformance with the design concept and Contract Documents. All reviews shall be accomplished in a timely manner so as to cause no delays in the work.
- E.15 At no expense to the CITY, and in a timely manner so as not to cause any delay in the work, the CONSULTANT shall furnish such drawings, calculations, specifications and written memoranda in a form acceptable to the CITY, as necessary to clarify the intent or rectify errors and omissions in the Construction Documents or other services required pursuant to this AGREEMENT by the CONSULTANT, including submitting and obtaining all required approvals from the Department of Building and Safety and other government agencies having jurisdiction.

PART F - RECORD DRAWINGS consists of:

- F.1 Not later than 30 days after completion of construction, the CONSULTANT shall revise, correct and deliver to the CITY ENGINEER the following items of which shall become the property of the CITY:
1. Final Construction Documents incorporating changes recorded on drawings furnished by the Contractor, including but not limited to, Change Orders on 4-mil mylar with the Title Block provided by the CITY. Each drawing sheet

shall be prominently noted "Record Drawing".

2. One (1) set of AutoCAD drawing files or compatible electronic files acceptable to the CITY, for all disciplines on diskettes or Compact Disks (CD).
3. Two (2) sets of color slides and two (2) sets of 4"x 5" color photographs of the exterior and interior views of the building. The exterior views shall have a minimum of three (3) shots and interior views shall have a minimum of six shots.

SECTION II - TIME PERIODS FOR COMPLETION OF CONSULTANT'S SERVICES

A. It is understood and agreed by all parties that time is of the essence in this AGREEMENT, and that several phases of the CONSULTANT's Design Services will be completed and delivered to the CITY within the following periods after notification from the CITY ENGINEER to proceed:

1. SECTION I - SCOPE OF SERVICES - PART A
Paragraphs A.1 through A.3

| | |
|--------------------------------|--------------|
| Schematic Design – Preliminary | 21 cal. days |
|--------------------------------|--------------|

2. SECTION I - SCOPE OF SERVICES - PART A
Paragraphs A.4

| | |
|-------------------------------|--------------|
| Schematic Design – Alternates | 21 cal. days |
| CITY ENGINEER Review | 7 cal. days |

3. SECTION I - SCOPE OF SERVICES - PART A
Paragraphs A.5 through A.15

| | |
|--|--------------|
| Schematic Design - Selected | 28 cal. days |
| Presentation – Community & Commissioners | 7 cal. days |
| Cultural Affairs – Conceptual Review | 21 cal day |

CITY ENGINEER Review 7 cal. days

4. SECTION I - SCOPE OF SERVICES - PART B

Paragraphs B.1 through B.14

Design Development 28 cal. days

Presentation – Community & Commissioners 7 cal. days

Cultural Affairs – Conceptual Review 21 cal days

CITY ENGINEER Review 14 cal. days

5. SECTION I - SCOPE OF SERVICES - PART C

Paragraphs C.1 through C.5, C.9 and C.10

Construction Documents 112 cal. days

CITY ENGINEER Review (at 50% Completion) 14 cal. days

6. SECTION I - SCOPE OF SERVICES - PART C

Paragraphs C.6 through C.8

CITY ENGINEER Review (at 100% Completion) 14 cal. days

Plan Check and Permits & Plan Corrections 56 cal. days

B. The CONSULTANT may submit to the CITY ENGINEER for review, progress for each phase of work prior to submitting the PROJECT, as long as the submission will not cause any delay to the Schedule.

C. All required services during the construction period shall be performed promptly to avoid delay to the Contractor.

D. The CONSULTANT shall have no responsibility, except as stated in Articles 4.4, 4.4.1 and 4.4.5, for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including but not limited to asbestos products, polychlorinated biphenyl or other toxic substance.

SECTION III – PAYMENT SCHEDULE

The CITY agrees to pay the CONSULTANT a sum of \$ 1,167,100.00 for the DESIGN SERVICES performed as follows:

1. For all the CONSULTANT's basic services, except the other services, a fee of \$ 722,000.00 computed in conformity with Schedule No. 5 in the "Calculation Tables for Architectural Fee" adopted by the Board on February 17, 1988 (table is on file in the Office of the Board, and incorporated herein) will be paid to the CONSULTANT based on Construction Cost Budget of \$ 9,040,000.00 including Construction Cost Escalation, Overhead and Profit at mid point of construction, estimated as thirty-six (36) calendar months from the date of execution of this AGREEMENT.

The cost of the CONSULTANT's DESIGN SERVICES set forth in this Section may be adjusted, but not reduced unless due to reduction in scope, based on the Adjusted Construction Cost Budget computed upon the completion of the Design Development Phase, SCOPE OF SERVICES, SECTION I, Part B, provided by the CONSULTANT and approved by the CITY ENGINEER.

2. If after the third submittal, the Schematic Design, as described in SECTION I, Part A, is not approved, the CITY ENGINEER may suspend the services of the CONSULTANT in which event there shall be due and payable to the CONSULTANT a lump sum of \$54,180.00 (50% of the Schematic Design fee).
3. A lump sum allowance of \$7,500.00 for the color rendering, three (3) framed color photographs of the Original Rendering (same size as original), ten (10) 8" x 10" color photographs and two (2) negatives, and the colored floor plan and sections as described in SECTION I - SCOPE OF SERVICES, Part B, Items B.4 and B.9.
4. A lump sum allowance of \$6,000.00 for a Study Massing Model in accordance with SECTION I - SCOPE OF SERVICES, Part A, A.8.

5. The CONSULTANT shall be compensated for extended Construction Administration services as an Extra Service at a maximum of eight (8) hours per week, based on the Project Architect's rate, if the construction period exceeds duration as established in SECTION I - SCOPE OF SERVICES, Part E, E.1.
6. A fee of \$180,800.00 for documentation using LEEDS (Leadership in Energy and Environmental Design System) format, describing energy efficiency systems and all sustainability issues addressed in the design, providing Commissioning to achieve "Certified Level" under LEEDS, and obtaining the LEED Certificate for this Project.
7. A fee of \$90,400.00 for the design and coordination works required to phase sequence of construction for the Construction Documents and to integrate expansion and renovation for the existing facility to maintain operation during the construction phase.
8. A fee of \$90,400.00 for the design and coordination works required to incorporate "Savings by Design" Program – Energy Efficiency Incentive Program - per Southern California Gas Company and Department of Water and Power Photovoltaic and Electric Vehicle Program. All incentives, rebates, reimbursements and other monetary compensation from Southern California Gas Company Program and Department of Water and Power belong to the CITY and the CONSULTANT shall have no claims on the monetary compensations indicated.
9. Not to exceed amount of Reimbursable expenses of \$40,000.00 for direct printing costs for the number of copies required at each submittal as indicated in SECTION I - SCOPE OF SERVICES, Part A, Part B, and Part C and for other approved reimbursable expenses.
10. Not to exceed amount of Cost Estimate expenses of \$30,000.00 for the submittal as indicated in SECTION I – SCOPE OF SERVICES, Part A, Part B, and Part C.
11. The CITY shall compensate the CONSULTANT for extra professional services performed in accordance with the hourly fee rate schedule. Rates may

escalate per CONSULTANT's standard hourly fee rate established for the succeeding fiscal years subject to mutual agreement between the CITY and the CONSULTANT. The following hourly fee rate includes the hourly fee rate of the CONSULTANT and his Landscape Architect, Structural, Civil, Mechanical, Electrical, and Plumbing Engineering Consultants:

| <u>Classification</u> | <u>Hourly Rate</u> |
|------------------------|--------------------|
| Principal Architect | \$150 |
| Principal Engineer | \$150 |
| Project Architect | \$100 |
| Project Engineer | \$100 |
| Specification Writer | \$90 |
| Cost Estimator | \$80 |
| Design Engineer | \$80 |
| Architectural Designer | \$90 |
| CAD Operator/Drafting | \$70 |
| Clerical | \$55 |

12. The CONSULTANT's fee is allocated and payable in installments according to the following schedule:

| Phase of Services | % of Sum | Design Fees |
|--|-----------------|--------------------|
| 1. SCOPE OF SERVICES, Section I, Part A (Schematic Phase) | | |
| CITY ENGINEER Approval – Schematic Alternate | 2% | \$21,672.00 |
| Cultural Affairs – Conceptual Approval | 4% | \$43,344.00 |
| CITY ENGINEER Approval | 4% | \$43,344.00 |

| Phase of Services | % of Sum | Design Fees |
|--|--|---|
| 2. <u>SCOPE OF SERVICES, Section I, Part B</u> (Design Development Phase) Cultural of Affairs Approval – Final CITY ENGINEER approval | 5% 10% | \$54,180.00 \$108,360.00 |
| 3. <u>SCOPE OF SERVICES, Section I, Part C</u> (Construction Document Phase) 50% Construction Documents (Approved by CITY ENGINEER) 100% Construction Documents (Approved by CITY ENGINEER) Plan Check and Permit & Plan Correction Completion | 15% 15% 15% | \$162,540.00 \$216,720.00 \$108,360.00 |
| 4. <u>SCOPE OF SERVICES, Section, Part E</u> (Construction Administration Phase) Award of Contract Administration (Notice to Proceed issued to Contractor) 25% Completion of Construction 50% Completion of Construction 75% Completion of Construction 100% Completion of Construction | 3% 5% 5% 5% 5% | \$32,508.00 \$54,180.00 \$54,180.00 \$54,180.00 \$54,180.00 |
| 5. <u>SCOPE OF SERVICES, Section I, Part F</u> Completion of Record Drawings | 5% | \$54,180.00 |
| 6. <u>SCOPE OF SERVICE</u> Receipt of LEEDS Certificate | 2% | \$21,672.00 |
| SUBTOTAL | 100% | \$1,083,600.00 |

| Phase of Services | % of Sum | Design Fees |
|---|-----------------------|----------------|
| 7. <u>SCOPE OF SERVICES, Section I, Part A</u> Study Massing Model | LS | \$6,000.00 |
| 8. <u>SCOPE OF SERVICES, Section I, Part B</u> Photographs of Rendering, Color Photographs and colored floor plans, copies and frames. | LS | \$7,500.00 |
| 9. <u>SCOPE OF SERVICES, Section I, Part A, B, & C</u> Cost Estimates | LS (Not to Exceed) | \$30,000.00 |
| 10. <u>SCOPE OF SERVICES</u> Reimbursable Direct Printing Costs and Other Reimbursable Costs. | LS (Not to Exceed) | \$40,000.00 |
| SUBTOTAL | LS (Not to Exceed) | \$83,500.00 |
| GRAND TOTAL | | \$1,167,100.00 |

The parties here to have agreed to this Project Task Order.

CITY OF LOS ANGELES (CITY)

CHOY ASSOCIATES ARCHITECTS

By: [Signature]

By: [Signature]

Title: Project Manager

Title: Architect

Date: March 29, 2002

Date: March 29, 2002

AMENDMENT NO. 1

CONTRACT # 102336

BETWEEN

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS, BUREAU OF ENGINEERING

AND

CHOY ASSOCIATES

FOR THE

2000 ANIMAL BOND PROGRAM

TRANSMITTAL NO. 3

AMENDMENT NO. 1 TO THE DESIGN SERVICES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND CHOY ASSOCIATES.

This Amendment modifies the Agreement dated November 15, 2001, between the City of Los Angeles (hereinafter referred to as "CITY") and Choy Associates (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, Bureau of Engineering issued a Request for Qualifications (RFQ) on January 19, 2001 for the design services and CONSULTANT submitted a proposal in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected to perform the design services by City staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, the CONSULTANT is currently providing design services for the North Central Animal Shelter project and has the capacity and the experienced personnel to provide the required services; and

WHEREAS, the scope of work for continuation of the project into a Phase II has not yet been determined; and

WHEREAS, the continuation of the CONSULTANT's services to the delivery of the project requires a time extension of this contract;

NOW, THEREFORE, in consideration of the foregoing and of the benefits that will accrue to the parties hereto in carrying out the conditions of this Contract No. 102336, the Contract is hereby amended as follows:

| | |
|------------------|-----------|
| <u>ARTICLE 1</u> | No Change |
| <u>ARTICLE 2</u> | No Change |
| <u>ARTICLE 3</u> | No Change |
| <u>ARTICLE 4</u> | No Change |
| <u>ARTICLE 5</u> | No Change |
| <u>ARTICLE 6</u> | No Change |

ARTICLE 7

No Change, except as set forth below:

From: "Unless otherwise provided, the term of this AGREEMENT shall begin on the date of full execution of this AGREEMENT and shall expire August 31, 2006 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT."

To: "Unless otherwise provided, the term of this AGREEMENT shall begin on the date of full execution of this AGREEMENT and shall expire August 31, 2010 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT."

ARTICLE 8

No Change

ARTICLE 9

No Change

ARTICLE 10

No Change

ARTICLE 11

No Change

ARTICLE 12

No Change, except for the addition of sub-article 12.3 as set forth below:

12.3 The Consultant will not be required to provide insurance during the time extension of this contract unless the consultant is providing services for a Task Order to be issued by the City. The Consultant will provide insurance per terms and conditions stated in sub-articles 12.1 and 12.2 of the original contract before a Notice to Proceed is issued by the City for a Task Order.

ARTICLE 13

No Change

ARTICLE 14

No Change

ARTICLE 15

No Change

ARTICLE 16

No Change

ARTICLE 17

No Change

ARTICLE 18

No Change

ARTICLE 19 No Change, except as set forth below:
From: "To The City:
Contact Person: P.J. (Mike) Michalski, Program Manager"
To: "To The City:
Contact Person: Kiran Vohra, Program Manager"

Allan Kawaguchi

ARTICLE 20 No Change
ARTICLE 21 No Change
ARTICLE 22 No Change
ARTICLE 23 No Change
ARTICLE 24 No Change
ARTICLE 25 No Change
ARTICLE 26 No Change
ARTICLE 27 No Change
ARTICLE 28 No Change
ARTICLE 29 No Change
ARTICLE 30 No Change
ARTICLE 31 No Change
ARTICLE 32 No Change
ARTICLE 33 No Change
ARTICLE 34 No Change
ARTICLE 35 No Change
ARTICLE 36 No Change
ARTICLE 37 No Change
ARTICLE 38 Addition

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be

amended from time to time. CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 39 Addition

CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONSULTANT's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONSULTANT further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
3. Ensure that its subconsultant(s) working on the CONSULTANT's CITY contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subconsultant(s) working on CONSULTANT's CITY contract comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subconsultant has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated November 15, 2001 remains unchanged.

IN WITNESS WHEREOF, the parties nereto have executed this AMENDMENT NO. 1 on the date written below:

CONSULTANT:

By: Burt Chry

7/20/2009
Date

APPROVED AS TO FORM:

Rockard J. Delgado, Attorney

By: Keith Prutkin

4-17-07
Date

CITY

By: Cynthia M. Ruy
President, Board of Public Works

4-18-07
Date

Attest: Frank T. Martinez, City Clerk

By: [Signature]
Deputy 4/18/07



C-102336-1

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

August 4, 2006
CD Nos. 1 and 8

Corrected Copy, 8/3/06
ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
AUG 4 - 2006

James H. Secretary
171082

REQUEST FOR EXECUTION OF AMENDMENT NO.1 FOR TIME EXTENSION ONLY TO THE CONSULTING DESIGN SERVICES AGREEMENTS WITH TWO ARCHITECTURAL FIRMS FOR THE 2000 ANIMAL FACILITIES BOND PROGRAM

RECOMMENDATIONS

1. Approve and forward this report and transmittals to the Mayor and City Council requesting:
 - a. Approval of the Personal Services Contract Amendment No.1 between the City of Los Angeles (City) and Rossetti Architects (C-102333), the Architectural/Engineering (A/E) consultant for the South Los Angeles Animal Shelter project at the currently approved site, which only extends the duration of the contract for four years.
 - b. Approval of the Personal Services Contract Amendment No.1 between the City and Choy Associates (C-102336), the A/E consultant for the North Central project, which only extends the duration of the contract for four years.
 - c. Authorization for the Board of Public Works (BPW) not to require Choy Associates to maintain insurance during the time extension of Contract No. C-102336, unless the consultant is providing services for a Task Order to be issued by the City. The Consultant will be required to provide insurance per terms and conditions specified in the original contract before a Notice to Proceed is issued by the City for a Task Order.
 - d. Authorization for the BPW to execute the four-year extensions in the Consulting Design Services Agreements with the two firms.
2. Notify the Bureau of Engineering (BOE), Animal Facilities Bond Program (Kiran Vohra at (213) 580-3725) when the proposed amendments are to be executed by your Board, whereupon five original documents for each will be delivered to the Secretary of the Board for signature.
3. Upon execution, request the City Clerk to attest and certify the original copies of the amendments. (The City Clerk and the BPW each shall retain one original and forward three originals to Kiran Vohra of BOE).

FISCAL IMPACT STATEMENT

The proposed amendments are only for the extension of time for the Personal Services Contracts between the City and the above-referenced consulting firms, with no fiscal impact on the General Fund.

TRANSMITTALS

1. Copies of Contract C-102333 and C-102336 between Rossetti Architects and the City and Choy Associates and the City.
2. Proposed Amendments No. 1 to Contracts C-102333 and C-102336.

DISCUSSION

Background

On November 7, 2000, the voters of the City of Los Angeles approved the Proposition "F" - Public Safety General Obligation Bond initiative to provide improvements to emergency Fire/Paramedic Stations, Air Operations Facilities, and Animal Services Facilities. The Animal Facilities' portion of the Bond is \$154,100,000, to be used for the repair, expansion and/or replacement of animal shelter facilities throughout the City. The Program has made excellent progress in the completion of construction of the animal facilities. To date, one project is completed and six projects are in construction and on schedule.

At the beginning of this Bond Program, the Board, through a Request for Qualifications (RFQ) process, developed an "On-Call" list of six A/E consulting firms to provide design and program management/construction management services for the Program. Four firms were awarded one project each, and one firm was awarded three of the projects. Rossetti Architects provided design and engineering services for the South Los Angeles Animal Shelter project, and Choy Associates is providing similar services for the North Central Animal Shelter project. The expiration date for these contracts is August 31, 2006.

Rossetti Architects - South Los Angeles Animal Shelter

Rossetti Architects completed the design for the South Los Angeles Animal Shelter project for the site at 6000 Western Avenue before the Oversight Committee, at the request of Council District Eight, in September 2003 directed the project to be put on-hold. A Council Motion approved on February 21, 2006 directed the Proposition "F" Oversight Committee to study the relocation of the South Los Angeles Animal Shelter to an alternative site. There have been on-going negotiations with Rossetti Architects for the design at an alternative site, in case the City Council approves the new site for the project. The contract extension is requested for a four-year time extension only, because there has not yet been any City Council decision regarding the new site, nor compensation to the Animal Facilities Bond Program for already expended funds on land acquisition and design for the original site. These decisions will impact the project's budget and scope of work. The South Los Angeles Animal Shelter project, per Bond requirements, is to provide a larger number of kennels than any other Shelter in the Program.

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Choy Associates - North Central Animal Shelter

Nearly three years ago, Choy Associates completed the design for the North Central project including construction of new kennels and renovation of the existing buildings. However, the unprecedented increase in construction costs necessitated splitting the project into two phases. The first phase of the project provided for the kennels required per the Bond Issuance Documents and this phase is expected to go into service this fall. Phase II of the project is planned to provide for renovations of the existing buildings at the site. The extent of these renovations will be determined by the amount of funds available once final decisions for the South Los Angeles Animal Shelter project are known.

Rossetti Architects and Choy Associates are responsive and responsible design firms. These two firms and their sub-consultants have responded in a timely and professional manner to all requests of the Project Management Team and the Animal Services Department. Therefore, it is recommended that these two contracts be extended for a period of four years. It is anticipated that this will provide one year for the Council and/or Oversight Committee to be able to make final decisions about the scope of these two projects, and three additional years to complete the design and provide construction support services.

Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program

At the time of distribution of the original RFQ for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participations levels of 18 percent and 4 percent respectively. Rossetti Architects and Choy Associates at the time of award pledged 18 percent MBE and 4 percent WBE participation levels. However, the original Schedule B's showing the detailed breakdown of how Rossetti Architects and Choy Associates came up with their pledged amounts were never submitted. Revised pledge participation levels will be established at the time the scope and cost changes discussed in this board report are approved by the Council/Bond Oversight Committee.

Rossetti Architects: As of this date, three new subconsultants have been added to the original subconsultant list. These three subconsultants are 1) CSpecs (MBE); 2) RAW International (MBE); and 3) Martin Newson (OBE). The additional subconsultants were utilized due to the difficulty Rossetti Architects had with some of their original subconsultants in terms of meeting contract schedule, budget and quality requirements.

Choy Associates: As of this date, four new subconsultants have been added to the original subconsultant list. These four subconsultants are 1) CSpecs (MBE); 2) CTG Energetics (OBE);

3) Shimahara Illustrations (OBE); and 4) Tracy A. Stone, Architect (WBE). The additional subconsultants were utilized due to the difficulty Choy & Associates had with some of their original subconsultants in terms of meeting contract schedule, budget and quality requirements.

Rossetti Architects pledged 18 percent MBE, 4 percent WBE, and zero percent OBE participation levels and has achieved participation levels of 20.14 percent MBE, 18.52 percent WBE, and 6.96 percent OBE for its project. Choy Associates pledged 18 percent MBE, 4 percent WBE, and 16.33 percent OBE participation levels and has achieved participation levels of 21.14 percent MBE, 4.75 percent WBE, and 14.65 percent OBE.

As of June 2006, the MBE/WBE/OBE subconsultants' information for Rossetti Architects and Choy Associates are as follows:

Gender/Ethnicity Codes:

| | |
|---------------------------------|----------------------------|
| AA=African American | HA=Hispanic American |
| SAA=Subcontinent Asian American | APA=Asian Pacific American |
| C=Caucasian | NA=Native American |
| M=Male | F=Female |

| Rossetti Architects | | | | |
|---|---------------------------|---------------------|--------------------------------|-------------------------------|
| Listed Subconsultants | Gender / Ethnicity | MBE/WBE/ OBE | (%) of Invoiced to Date | (\$) Invoiced to Date |
| CSpecs | M/APA | MBE | 2.46% | \$ 20,000 |
| EW Moon, Inc. | M/AA | MBE | 7.26% | \$ 59,067 |
| Ming Yang Yeh & Associates | M/APA | MBE | | |
| RAW International | M/AA | MBE | 7.62% | \$ 62,000 |
| William J. Wang & Associates | M/APA | MBE | | |
| Yuang Tai, Inc. | M/APA | MBE | 2.81% | \$ 22,900 |
| ASHBA Engineers Limited | F/C | WBE | | |
| Cornerstone Studios | F/APA | WBE | | |
| Gotama Building Engineers, Inc. | F/APA | WBE | 15.84% | \$128,985 |
| Melendrez Babalas Associates | F/C | WBE | 2.68% | \$ 21,803 |
| Wagner Engineering & Survey | F/C | WBE | | |
| Englekirk & Sabol Consulting Structural Engineers, Inc. | | OBE | 6.77% | \$ 55,088 |
| Martin Newson and Associates, LLC | | OBE | 0.20% | \$ 1,600 |
| Total MBE Participation | | | 20.14% | \$163,967 |
| Total WBE Participation | | | 18.52% | \$150,788 |
| Total OBE Participation | | | 6.96% | \$ 56,688 |
| Total Invoiced to Date | | | | \$814,110 |

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| Choy Associates | | | | |
|--------------------------------------|---------------------------|---------------------|--------------------------------|-------------------------------|
| Listed Subconsultants | Gender / Ethnicity | MBE/WBE/ OBE | (%) of Invoiced to Date | (\$) Invoiced to Date |
| Construction Specifications Services | M/APA | MBE | | |
| CSpecs | M/APA | MBE | 0.64% | \$ 7,915 |
| Electrical Building Systems, Inc. | M/HA | MBE | | |
| ASHBA Engineers Limited | F/C | WBE | 2.35% | \$ 29,154 |
| Cornerstone Studios, Inc. | F/APA | WBE | 2.40% | \$ 29,771 |
| Lenax Construction Services, Inc. | F/C | WBE | | |
| Lynn Capcuya, Inc. | F/C | WBE | | |
| Melendrez Babalas Associates | F/C | WBE | | |
| Mia Lehrer & Associates | F/HA | WBE | | |
| Tracy A. Stone, Architect | F/C | WBE | 8.79% | \$ 109,061 |
| Gotama Building Engineers, Inc. | F/APA | WBE | 14.62% | \$ 181,389 |
| CTG Energetics | | OBE | 3.66% | \$ 45,480 |
| Gillette Associates | | OBE | 1.59% | \$ 19,760 |
| Kanda & Tso | | OBE | 5.89% | \$ 73,122 |
| Shimahara Illustrations | | OBE | 0.60% | \$ 7,500 |
| Total MBE Participation | | | 0.64% | \$ 7,915 |
| Total WBE Participation | | | 26.15% | \$ 349,375 |
| Total OBE Participation | | | 11.75% | \$ 145,862 |
| Total Invoiced to Date | | | | \$1,241,083 |

Other City Requirements

On November 29, 2000, the CAO's Office determined that the work involved with the Animal Shelter Bond Funded Projects can be performed more economically or feasibly by independent contractors than by City employees. Since the contract amendments are for additional time to complete the projects, do not involve any additional costs, and there is no change in scope, the Personnel Department has found that a Charter Section 1022 determination is not necessary.

The two consulting firms are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, Article 14, Chapter 1, Division 10, Los Angeles Administrative Code (L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the contracts subject to termination pursuant to the conditions expressed therein.

In accordance with Article 13, Chapter 1, Division 10 of the City of L.A.A.C., The appropriate City Personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research and Investigation Section upon completion of these contracts.

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The City Attorney has approved the contract amendments as to form.

STATUS OF FUNDING

The recommended time extensions do not require any additional funding.


(MPB KV BMS WHH)

Report prepared by:

Respectfully submitted,

Animal Bond Program


Kiran Vohra, P.E.
Program Manager
Phone No. (213) 580-3725


For Gary Lee Moore, P.E.
City Engineer

Compliance Review Performed
and Approved by:



Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration
Date: _____


John L. Reamer, Jr.
Inspector of Public Works

KV/MM/07-2006-0109.ASB.gva

Questions regarding this report
may be referred to:
Writer: Maziar Malek
Phone No. (213) 580-6862
Fax No. (213) 580-9997

AMENDMENT NO. 2
to
CONTRACT NO. C-102336
BETWEEN
CITY OF LOS ANGELES
AND
CHOY ASSOCIATES
FOR THE
2000 ANIMAL BOND PROGRAM

TRANSMITTAL NO. 4

AMENDMENT NO. 2 TO THE DESIGN SERVICES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND CHOY ASSOCIATES.

This Amendment modifies the Agreement dated November 15, 2001, between the City of Los Angeles (hereinafter referred to as "CITY") and Choy Associates (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the Bureau of Engineering issued a Request for Qualifications (RFQ) on January 19, 2001 for design services and CONSULTANT submitted a proposal in response; and

WHEREAS, CONSULTANT demonstrated qualifications to perform said services and was selected to perform the design services by City staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, the CONSULTANT is currently providing design services for the North Central Animal Care Center project and has the capacity and the experienced personnel to provide the required services; and

WHEREAS, the continuation of the CONSULTANT's services to the delivery of the project requires a time extension of this contract; and

WHEREAS, the Contract will expire on August 31, 2010, and it is desired that this Contract be extended to August 31, 2015; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the conditions of this Contract No. 102336, the Contract is hereby amended as follows:

ARTICLE 1 **SECTION HEADINGS**

No Change

ARTICLE 2 **DEFINITIONS**

No Change

ARTICLE 3 **PROJECT DESCRIPTION**

No Change

ARTICLE 4 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CONSULTANT**

No Change

ARTICLE 5 **KEY CONSULTANT PERSONNEL**

No Change

ARTICLE 6 **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

No Change

ARTICLE 7 **TERM OF AGREEMENT**

Article 7 is hereby amended to extend the expiration date as follows:

From: "Unless otherwise provided, the term of this AGREEMENT shall begin on the date of full execution of this AGREEMENT and shall expire August 31, 2010 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT."

To: "Unless otherwise provided, the term of this AGREEMENT shall begin on the date of full execution of this AGREEMENT and shall expire August 31, 2015 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT."

ARTICLE 8 **TERMINATION**

Article 8 is hereby amended in its entirety to read as follows:

8.1 Termination for Convenience

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONSULTANT thirty days written notice thereof. Upon receipt of said notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to affect such

termination. Thereafter, CONSULTANT shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

8.2 Termination for Breach of Contract

- 8.2.1 Except for excusable delays as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
- 8.2.2 If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
- 8.2.3 If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.
- 8.2.4 In the event the CITY terminates this Contract as provided in this Section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
- 8.2.5 All finished and unfinished documents and materials produced or procured under this Contract, including all

intellectual property rights thereto, shall become CITY property upon date of such termination. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

8.2.6 If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Article 8.1 Termination for Convenience.

8.2.7 The rights and remedies of the CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 9

SUBCONTRACT APPROVAL

Article 9 is hereby amended in its title and first two paragraphs to read as follows:

SUBCONSULTANT APPROVAL

CONSULTANT shall not use subconsultants to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. Refer to the CONSULTANT'S MBE/WBE/OBE Outreach Program for CONSULTANT and subconsultant information. The CITY has the right to approve CONSULTANT'S subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein creates any privity between the CITY and the subconsultants. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

ARTICLE 10

COMPENSATION, INVOICING AND PAYMENT

No Change

ARTICLE 11

AMENDMENTS, CHANGES OR MODIFICATIONS

No Change

ARTICLE 12

INDEMNIFICATION AND INSURANCE

No Change

ARTICLE 13

INDEPENDENT CONTRACTORS

No Change

ARTICLE 14

WARRANTY AND RESPONSIBILITY OF CONSULTANT

No Change

ARTICLE 15

OWNERSHIP OF DATA

Article 15 is hereby amended in its entirety to read as follows;

OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

15.1 Ownership of Data and License

15.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products

originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

- 15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.
- 15.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONSULTANT or its subconsultants of any tier under this Contract, CONSULTANT hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
- 15.1.4 CONSULTANT shall not provide or disclose any Work Products to any third party without prior written consent of the City.
- 15.1.5 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.
- 15.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

15.2 Intellectual Property Warranty

15.2.1 CONSULTANT represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

15.3 Intellectual Property Indemnification

15.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 15 shall survive expiration or termination of this Contract.

15.3.2 In CONSULTANT'S defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.3.3 Where any Work Product furnished by CONSULTANT (a) becomes the subject of an action, (b) is adjudicated as infringing

a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONSULTANT shall, with the CITY'S consent, do one of the following immediately. CONSULTANT shall at its expense either:

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this Contract.

ARTICLE 16

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Article 16 is hereby amended in its title and content to read as follows:

NONDISCRIMINATION

Unless otherwise exempt, this Contract is subject to the nondiscrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

ARTICLE 17

MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE

OUTREACH PROGRAM

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

ARTICLE 19 **CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION**

Article 19 is hereby amended to update the following address:

From: “To The CITY:

Address: Bureau of Engineering/Animal Facilities
650 South Spring Street, Suite 1100
Los Angeles, CA 90014”

To: “To The CITY:

Address: Bureau of Engineering/Animal Facilities
221 North Figueroa Street, 16th Floor
Los Angeles, CA 90012”

ARTICLE 20 **FORCE MAJEURE**

No Change

ARTICLE 21 **SEVERABILITY**

No Change

ARTICLE 22 **DISPUTES**

No Change

ARTICLE 23 **ENTIRE AGREEMENT**

No Change

ARTICLE 24 **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

No Change

**ARTICLE 25 **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED****

No Change

ARTICLE 26

BONDS

Article 26 hereby amended in its entirety to read as follows:

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 27

CHILD SUPPORT ASSIGNMENT ORDERS

No Change

ARTICLE 28

COMPLIANCE WITH YEAR 2000

No Change

ARTICLE 29

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

No Change

ARTICLE 30

AMERICAN WITH DISABILITIES ACT

No Change

ARTICLE 31

EQUAL BENEFITS ORDINANCE

No Change

ARTICLE 32

WAIVER

No Change

ARTICLE 33

PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No Change

ARTICLE 34

PERMITS

No Change

ARTICLE 35 **CLAIMS FOR LABOR AND MATERIALS**

No Change

ARTICLE 36 **DISCOUNTS**

No Change

ARTICLE 37 **CONTRACTOR PERFORMANCE EVALUATION**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

No Change

ARTICLE 39 **CONTRACTOR RESPONSIBILITY ORDINANCE**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 40 **AFFIRMATIVE ACTION**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONSULTANT certifies and represents that CONSULTANT and each subconsultant hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONSULTANT shall post a copy of Paragraph A hereof in

conspicuous places at its place of business available to employees and applicants for employment.

- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONSULTANT shall certify on an electronic or hard copy form to be supplied, that CONSULTANT has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONSULTANT shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONSULTANT to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONSULTANT.
- F. Upon a finding duly made that CONSULTANT has breached the Affirmative Action Program provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONSULTANT is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or

until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONSULTANT has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONSULTANT by the CITY under the Contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONSULTANT shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the Contract. The awarding authority may also require consultants and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this Section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONSULTANT may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONSULTANT must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONSULTANT may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of consultants and suppliers who have developed Affirmative Action Programs. For each consultant and supplier, the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONSULTANT.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of consultants, subconsultants and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the CONSULTANT, subconsultant or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the consultant's, subconsultant's, or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit

persons with disabilities to be employed, and minimize the impact of any disability.

- N. Any adjustments which may be made in the CONSULTANT'S or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONSULTANT at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

All consultants subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subconsultants as are applicable to the CONSULTANT. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

ARTICLE 41

FALSE CLAIMS ACT

CONSULTANT acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

ARTICLE 42

EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONSULTANT agrees and

represents that it will provide equal employment practices and CONSULTANT and each subconsultant hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONSULTANT shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONSULTANT shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONSULTANT shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONSULTANT to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of

Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to CONSULTANT.

- F. Upon a finding duly made that CONSULTANT has failed to comply with the Equal Employment Practices provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONSULTANT is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONSULTANT shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONSULTANT shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONSULTANT, to the extent allowed

hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract dated November 15, 2001, including Amendment No. 1 that was signed by the City on April 18, 2007, remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year written below.

CHOY ASSOCIATES

By:

Title:

Date:

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works

Date:

By:

Date:

ATTEST:

JUNE LAGMAY, City Clerk

By:

Date:

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By:

Title: Assistant City Attorney

Date: