0150-09465-0002

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The Council City Attorney	OCT 29 2019	
FROM		**COUNCIL DISTRICT**
The Mayor		1

Proposed Amendment No. 4 to Contract C-102336 with Choy Associates, Inc. for Architectural and Engineering Services at the North Central Animal Shelter.

Transmitted for your consideration.
The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).

Ana Guerrero

Eric Garcetti
MAYOR

RHL:MC:05200062

CAO 649-d

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

To: The Mayor	Date: 10-22-19	C.D. No. 1	CAO File No.: 0150-09465-0002
Contracting Department/Bureau: Department of Public Works, Bureau of Engineering		Contact: Allan Kawaguchi (213) 485-4687	
Reference: Transmittal from the Board of Public Works dated August 30, 2019; referred by Mayor for report on September 5, 2019.			
Purpose of Contract: To provide architectural and engineering services for the Proposition F Animal Facilities Bond Program			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-102336		Contract Term Dates: November 15, 2001 through June 30, 2020	
Contract/Amendment Amount: $0 Proposed amount $ 0 + Prior award(s) $2,164,282 = Total $2,164,282			
Source of funds: Proposition F General Obligation Bonds			
Name of Contractor: Choy Associates, Inc. Address: 901 El Centro Street, South Pasadena, CA 91030-3115			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, approve and authorize the President of the Board of Public Works or two members of the Board of Public Works, to execute Amendment No. 4 to Contract C-102336 between the City and Choy Associates, Inc., to provide architectural and engineering services for the North Central Animal Shelter project within the Proposition F program and extend the contract term by ten months from September 1, 2019 through June 30, 2020, subject to approval as to form by the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3, the Board of Public Works (BPW), on behalf of the Bureau of Engineering (Bureau) requests authority to execute Amendment No. 4 (Amendment) to Contract C-102336 between the City and Choy Associates, Inc. (Contractor), to provide architectural and engineering services for the North Central Animal Shelter (NCAS) project within the Proposition F program. The proposed Amendment will extend the term by ten months from September 1, 2019 through June 30, 2020.

Leah Choy for MC			
MC	Analyst	05200062	City Administrative Officer

CAO 661 Rev. 04/2019

On September 12, 2001, the BPW authorized the City Engineer to execute standard consultant agreements with five architectural firms to create a rotating on-call list for the design of animal shelters to be funded through the Proposition F program. The Bureau Program Manager negotiated fees for design and related services and assigned work and change orders. The total contract funding represents the cumulative total of fees authorized through task and change orders.

The City entered into the initial agreement with the Contractor on November 15, 2001 for a term effective through August 31, 2006. On April 11, 2007, Council authorized the execution of Amendment No. 1 with the Contractor, authorizing a four-year extension through August 31, 2010 (C.F. 07-0362). On December 7, 2010, the Council approved Amendment No. 2 with the Contractor authorizing an additional five-year extension through August 31, 2015 (C.F. 10-1759). On April 22, 2016, the Council approved Amendment No. 3 with the Contractor authorizing an additional four-year extension through August 31, 2019, and an increase in the contract ceiling by $664,282, for a total amount of $2,164,282.

The Contractor was selected to provide architectural and engineering services from an on-call list for the NCAS project. Early in the Proposition F program, the City experienced higher than anticipated construction costs due to construction conditions at the time. In response to these conditions, the Bureau value-engineered several elements of the NCAS, and scaled back the scope of the project. In September 2011, the Mayor and Council restored the initial project scope for the NCAS as a result of more favorable construction conditions (C.F. 10-1759-S1).

This Office finds, that a Charter Section 1022 finding for the proposed Amendment is not required because it does not include any additional labor component. Council approval is required because previous amendments were approved by Council.

Proposition F

On November 7, 2000, the voters of the City approved Proposition F, authorizing 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. On September 27, 2011, Council authorized a Phase II program of Proposition F, which restored the initial project scope for the NCAS project (C.F. 10-1759-S1). To date, the eight original facilities included in the Proposition F program are complete.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund as a result of adopting the recommendations in this report as execution of proposed Amendment No. 4 does not increase the contract amount and only extends the term of the contract by ten months from September 1, 2019 through June 30, 2020. The contract ceiling amount will remain at $2,164,282, and is funded with Proposition F funds. As bond funds are available to support the proposed Amendment, the recommendation of this report complies with the City's Financial Policies.

RHL:MC:05200062

Attachment

Attachment

BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

CECILIA CABELLO
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

AURA GARCIA
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

http://bpw.lacity.org

August 30, 2019

BPW-2019-0693

The Honorable Mayor Garcetti
Room No. 320
City Hall
Attn: Heleen Ramirez

CONTRACT AMENDMENT NO. 4 - CHOY ASSOCIATES, INC. - ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES FOR THE PROPOSITION F ANIMAL FACILITIES BOND PROGRAM

As recommended in the accompanying joint report of the City Engineer and the Director of Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. Approve Amendment No. 4 to the contract between the City of Los Angeles and Choy to extend the contract term from August 31, 2019 to June 30, 2020; and

2. Authorize the President or two members of the Board of Public Works to execute Amendment No. 4.

FISCAL IMPACT

There is no General Fund impact.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

BPW-2019-0693

Department of Public Works

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

August 30, 2019
CD Nos. All

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
AUG 30 2019
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NO. 4 TO CONTRACT NO. C-102336 WITH CHOY ASSOCIATES, INC. (CHOY) FOR ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES FOR THE PROPOSITION F ANIMAL FACILITIES BOND PROGRAM (BOND PROGRAM) PROJECTS - WORK ORDER NO. E170049F

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council requesting the following:

   a. Approve Amendment No. 4 to the contract between the City of Los Angeles (City) and Choy to extend the contract term from August 31, 2019 to June 30, 2020.

   b. Authorize the President or two members of the Board of Public Works (Board) to execute Amendment No. 4.

2. Notify the Bureau of Engineering (BOE), Homeless Facilities and Special Projects Division, Program Manager, Allan T. Kawaguchi, (213) 485-4687, when this amendment is ready to be executed by the Board, whereupon five original copies of the amendment will be delivered to the Executive Officer of the Board for signature.

3. Upon execution, request the City Clerk to attest and certify the five original copies of Amendment No. 4. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Allan T. Kawaguchi.

FISCAL IMPACT STATEMENT

There is no direct impact on the General Fund. Funding for this amendment is provided from the proceeds of the sale of Proposition F - Public Safety General Obligation Bonds, authorized in the November 7, 2000 election.

TRANSMITTALS

1. Copy of executed Contract No. C-102336 with Choy for architectural and engineering consultant services, dated November 15, 2001.

2. Copy of Project Task Order (PTO), dated March 28, 2002.
3. Copy of PTO amended, dated September 4, 2002.
4. Copy of Amendment No. 1, executed on April 18, 2007.
5. Copy of Amendment No. 2, executed on February 1, 2011.
6. Copy of BOE Report No.1, adopted on January 25, 2012, issuing sole source Task Order No. 2 to Choy.
7. Copy of BOE Report No. 1, adopted on November 4, 2013, revising Task Order No. 2, increasing the budget authority.
8. Copy of Amendment No. 3, executed on April 22, 2016.
9. Copy of Proposed Contract Amendment No. 4.

DISCUSSION

Background

On November 7, 2000, the voters of the City approved the Proposition F- Public Safety General Obligation Bond 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 Board, 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 Bond Program. On September 12, 2001, the Board adopted a report recommending execution of the Standard Consultant Agreement for architectural/engineering design services between the City and the architectural firms. One of the architectural firms was Choy. On November 15, 2001, Contract No. C-102336 was executed with Choy, for a term of five years to provide architectural and engineering services for the North Central Animal Care Center (NCACC) project (Transmittal No. 1). On March 28, 2002, a PTO defining the scope of work for the NCACC project was issued to Choy, for the amount of $1,167,100 (Transmittal No. 2). However, this PTO was later amended on September 4, 2002 due to the revisions of the scope of work, adding an additional architectural/engineering design services amount of $87,400 to the PTO, increasing the PTO amount from $1,167,100 to $1,254,500 (Transmittal No. 3).

Beginning in 2003, there was an unprecedented increase in construction costs which necessitated a reduction in the scope of work for the project assigned to Choy, splitting the project into two phases. In order to proceed with the project, the City requested Choy to remove the renovation of the existing building from the bid documents and provide the minimal requirement under the bond, which was to provide additional kennels for the NCACC. Providing the additional kennels for the NCACC would be Phase I of the project. The Phase II portion was to renovate the existing building based on the remaining funds once all the projects in the Bond Program had been awarded by the Board. On April 18, 2007, the City executed Amendment No. 1, extending the Choy contract to August 31, 2010 in order to provide continued architectural and engineering services for the NCACC since some of the projects in the Bond Program had not been awarded by the Board (Transmittal No. 4).

On April 23, 2010, the final project for the Bond Program, the South Los Angeles Animal Care Center, was awarded by the Board, which enabled Phase II to start for the NCACC. At that time, Choy had approximately four months left on their contract and could not provide architectural and engineering services for the Phase II work for the NCACC within their contract end date of August 31, 2010. On August 23, 2010, the Board adopted a report recommending approving amending Contract No. C-102336 to August 31, 2015.

On February 1, 2011, Amendment No. 2 was executed extending Choy's contract to August 31, 2015 in order to provide for the completion of the architectural and engineering services for Phase II of the NCACC, based on the available bond funds (Transmittal No. 5). Regulatory code changes required an update of the 2003 design and incorporated design changes arising out of lessons learned from operating newly constructed facilities by the Department of Animal Services (DAS).

In 2011, the BOE negotiated the design cost for Phase II of the NCACC with Choy for the amount of $511,175 and on January 25, 2012, the Board adopted Sole Source Task Order No. 2 to Choy to provide architectural/engineering services for the NCACC Phase II project (Transmittal No. 6). On January 26, 2012 a Notice-to-Proceed was issued to Choy to start design on Phase II of the NCACC. Choy proceeded with updating the 2003 design and worked with the DAS in order to incorporate their comments into the design. In 2012, the DAS requested design modifications, which were approved by the Administrative Oversight Committee (AOC). On February 11, 2013, the DAS issued an additional letter to the BOE Bond Program, requesting a modification to the scope of work for the NCACC. On April 10, 2013, the DAS approved a list of modifications and construction cost estimates developed by the BOE based on meetings with the DAS. On November 4, 2013, the Board revised the Sole Source Task Order No. 2 to Choy, increasing their budget by $201,607 for

the added scope, bringing the total task order amount for the NCACC to $712,782 (Transmittal No. 7).

In the beginning of 2014, the AOC who oversees the Proposition F- Public Safety General Obligation Bond, was concerned about ground settlement that had been occurring in the shelter due to pipes breaking throughout the years. The AOC requested that the BOE investigate the settlement and provide any mitigation to prevent future settlement and repair damage from prior settlement. On February 18, 2014 and February 28, 2014, a survey of the kennel area and building perimeter was performed at the request of the geotechnical engineer to determine the extent of the settlement. The geotechnical engineer recommended ground improvements to the existing building and mud jacking at the outdoor kennel area.

On February 10, 2015, seven bids were received for the NCACC Phase II project. The bids were reviewed by the Bureau of Contract Administration's (BCA) Office of Contract Compliance (OCC) and all bids received were determined to be non-responsive. Two of the bidders did not comply with the 25 percent Mandatory Subcontracting Minimum requirement and the remaining bidders failed to meet the Business Inclusion Program outreach requirements. For these reasons, on April 13, 2015, the Board rejected all bids for the NCACC Phase II project.

On April 22, 2016, Amendment No. 3 was executed extending Choy's contract to August 31, 2019 to provide architectural and engineering services throughout the construction of the NCACC Phase II project (Transmittal No. 8). At the time, Choy had approximately four months left on their contract and could not continue providing architectural and engineering services for the construction of the Phase II work for the NCACC within their contract end date of August 31, 2015. On April 22, 2016, the Board adopted a report recommending approval of amending Contract No. C-102336 to August 31, 2019.

On April 12, 2017, two bids were received for the NCACC Phase II project. The bids were reviewed by the BCA's OCC and Ford EC, Inc. was determined to be the lowest responsive bidder. The contract was awarded on June 21, 2017 to Ford EC, Inc. with a contract amount of $18,875,000 and a contingency of $1,887,500. The anticipated completion date of construction was August 14, 2019. Choy will continue providing architectural and engineering services throughout their contract ending on August 31, 2019.

On June 20, 2018, the BOE issued a Time and Material Change Order with a not-to-exceed amount of $1,600,000 for unforeseen conditions and schedule delay related overhead costs. During construction, the contractor discovered that the main and capillary sewer lines had settled and cracked, creating off-grade sewer lines and standing water. The anticipated construction completion date moved to October 22, 2019. Choy's contract would end on August 31, 2019, rendering them unable to continue providing architectural and engineering services to the City.

Due to the unforeseen conditions of the sewer work and ancillary delays, it is anticipated that the end of the construction of NCACC will occur in January 2020. This proposed Amendment No. 4 extends the existing contract term for Choy through January 31, 2020 (Transmittal No. 9). The budget authority amount of $2,164,282 (Transmittal No. 8) will not be increased. Choy is a responsive and responsible consulting firm. It has been providing valuable architectural and engineering services to the project, and the firm and its subconsultants have responded in a timely and professional manner to all requests of the project management team. The recommended extension would insure continuation of the consulting firm's valuable services until the completion of the project.

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 with anticipated MBE and WBE participation levels of 18 percent and 4 percent, respectively. At the time of award for Task Work Order No. 1, Choy pledged 18 percent MBE and 4 percent WBE participation levels. However, Choy did not submit the required Schedule B indicating how it determined the pledged participation amounts. For Amendment No. I, no pledged participation levels were reported. Prior to adoption of Amendment No. 2, no pledged participation levels were reported and the BOE confirmed that two subconsultants were added without the performance of the required supplemental outreach. For Amendment No. 3, Choy submitted a Schedule B which reported pledged participation levels of 15.17 percent MBE, 9.88 percent WBE, and 15.98 percent OBE. Based on the Personal Services Contract System (PSCS) document provided by the BOE for invoices paid through August 12, 2019, the achieved participation levels for Choy were 14.92 percent MBE, 10.15 percent WBE, and 16.22 percent OBE. Upon approval of Amendment No. 4, the pledged participation levels will be 14.72 percent MBE, 9.98 percent WBE, and 16.57 percent OBE.

Based on the BOE's PSCS document, the overall achieved participation as of August 12, 2019 for task work orders awarded under this contract is as follows:

Gender/Ethnicity Codes:

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

Table I				
Subconsultants	**Gender/ Ethnicity**	**MBE/ WBE/ OBE**	**(%) of Total Invoiced**	**Amount Invoiced To Date**
Ashba Engineers Limited	F/C	WBE	4.76%	$ 96,446.49
Cornerstone Studios, Inc.*1	F/APA	WBE	1.52%	$ 30,852.16
Cornerstone Studios, Inc.*1	F/APA	MBE	0.72%	$ 14,533.72
Construction Specifications Services (c2S)	M/AA	MBE	0.75%	$ 15,208.87
CTG Energetics, Inc.		OBE	2.92%	$ 59,185.94
Gillette Associates		OBE	1.35%	$ 27,260.00
Gotama Building Engineers, Inc.	F/APA	MBE	9.22%	$ 186,669.25
J M D Engineering, Inc. *2	M/HA	MBE	1.48%	$ 29,916.00
J M D Engineering, Inc. *2		OBE	0.87%	$ 17,571.42
Kanda & Tso Associates*3	M/APA	MBE	2.75%	$ 55,747.14
Kanda & Tso Associates*3		OBE	3.75%	$ 75,822.34
Kevin A. Smola		OBE	2.89%	$ 58,567.42
Shimahara Illustrations		OBE	0.37%	$ 7,500.00
Tracy A. Stone, Architect *4		OBE	4.07%	$ 82,470.00
Tracy A. Stone, Architect *4	F/C	WBE	3.86%	$ 78,203.97
Total MBE Participation			**14.92%**	**$ 302,074.98**
Total WBE Participation			**10.15%**	**$ 205,502.62**
Total OBE Participation			**16.22%**	**$ 328,377.12**
Subtotal Subconsultant Participation			**41.29%**	**$ 835,954.72**
Prime Participation			**58.71%**	**$1,188,405.02**
Total Invoiced to Date for Phase I and Phase II				**$2,024,359.74**

*1 Cornerstone Studios, Inc. is both a certified MBE and WBE firm. For Task Order No. 2 ("Phase II"), the firm was credited as a MBE. For its work ($30,852.16) completed as part of the 2002 Project Task Order ("Phase I"), this firm was credited as a WBE.

*2 J M D Engineering, Inc. became MBE-certified on April 21, 2005 and was decertified on May 30, 2015; however, the BCA staff was unable to verify the reported data based on the documentation provided by the BOE.

*3 Kanda & Tso was originally an OBE and became certified as a MBE on September 11, 2007; therefore, its participation was credited based on work performed during those time periods.

*4 Tracy A. Stone, Architect was originally an OBE and became certified as a WBE on July 26, 2004; therefore, its participation was credited based on work performed during those time periods.

The Total Invoiced to Date for Phase I and Phase II includes additional design services work invoiced in the amount of $57,077.74. This amount was obtained from the contingency amount of $197,000 approved in Amendment No. 3.

The following Table II lists the pledged subconsultant participation approved in Amendment No. 3, as well as all work performed to date for this contract:

Table II				
Subconsultants	**Gender/ Ethnicity**	**MBE/ WBE/ OBE**	**(%) of Total Pledged**	**Pledged Amount**
Ashba Engineers Limited	F/C	WBE	4.65%	$ 96,446.49
Cornerstone Studios, Inc.	F/APA	WBE	1.49%	$ 30,852.16
Cornerstone Studios, inc.	F/APA	MBE	0.84%	$ 17,475.00
Construction Specifications Services (c2S)	M/AA	MBE	0.73%	$ 15,208.87
CTG Energetics, Inc.		OBE	3.58%	$ 74,185.94
Gillette Associates		OBE	1.32%	$ 27,260.00
Gotama Building Engineers, Inc.	F/APA	MBE	9.01%	$ 186,669.25
J M D Engineering, Inc.	M/HA	MBE	1.44%	$ 29,916.00
J M D Engineering, Inc.		OBE	0.85%	$ 17,571.42
Kanda & Tso Associates		OBE	3.66%	$ 75,822.34
Kanda & Tso Associates	M/APA	MBE	2.69%	$ 55,747.14
Kevin A. Smola		OBE	2.83%	$ 58,567.42
Shimahara Illustrations		OBE	0.36%	$ 7,500.00
Tracy A. Stone, Architect		OBE	3.98%	$ 82,470.00
Tracy A. Stone, Architect	F/C	WBE	3.84%	$ 79,578.97
Total MBE Participation			14.72%	$ 305,016.26
Total WBE Participation			9.98%	$ 206,877.62
Total OBE Participation			16.57%	$ 343,377.12
Subtotal Subconsultant Participation			**41.27%**	**$ 855,271.00**
Prime Participation			**58.73%**	**$1,217,155.14**
Total Contract Amount*				**$2,072,426.14**
Contingency				**$ 91,855.86**
Total Budget Authority				**$2,164,282.00**

*Participation percentages were calculated using the total contract amount.

Amendment No. 4 is a request for time only; therefore, the Total Budget Authority has not changed. However, $105,144.14 of the $197,000 contingency approved in Amendment No. 3, has been authorized for additional design services work, resulting in a remaining contingency amount of $91,855.86 for this amendment as shown in Table II.

Additionally, the BOE has determined that the subconsultants, Cornerstone Studios, Inc. and CTG Energetics, Inc., will not meet their participation amounts pledged in this amendment due to the City's reductions to their original scope of work.

Compliance with City Policies and with the Board's Policy

All consultants participating in this program are subject to compliance with the following City Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Contractors' Use of Criminal History for Consideration of Employment Application; Disclosure of Border Wall Contracting Ordinance; Disclosure of Contracts and Sponsorship of the National Rifle Association; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; First Source Hiring Ordinance; and Discount Terms. Choy will comply with the requirements of the MBE/WBE/OBE Subcontractor Outreach Program. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Businesses are encouraged to locate or remain within the City to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, Choy currently staffs 2 employees, of which none reside in Los Angeles.

Contractor Performance Evaluation

The quality of the work performed by Choy will be monitored in accordance with the Contractor Evaluation Ordinance No. 17308 [Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code (L.A.A.C.)] and the Rules for Evaluation of Service Contractors, which require departments to prepare performance evaluations upon completion of all service contracts over $25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, BCA upon completion of this contract. The critiques are kept on file by the BCA, Special Research and Investigation Section for reference by other City departments and agencies.

Contractor Responsibility Ordinance

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

Notice of Intent to Contract and Charter Section 1022 Determination

The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) on June 11, 2014. The Personnel Department indicated on July 25, 2014 that this time-only amendment did not require completing another Charter Section 1022 determination, and the CAO office was so informed.

City Attorney Review

The proposed amendment has been reviewed and approved as-to-form by the City Attorney's Office.

STATUS OF FUNDING

This amendment does not increase the contract amount and only extends the duration of the contract. The contract ceiling amount will remain at $2,164,282. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(ATK RMK EO DJW CLS)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Homeless Facilities and
Special Projects Division

Allan T. Kawaguchi, PE
Division Engineer
Phone No. (213) 485-4687

Compliance Review performed
and approved by:

Lynda McGlinchey, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,

Gary Lee Moore

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

for John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

ATK/AH/08-2019-0143.HFD.ccl

Questions regarding this
report may be referred to:
Adrian Hwang, Civil Engineering Associate II
Phone No. (213) 847-1607
E-mail: Adrian.Hwang@lacity.org

C-102336

Contract No.

CD#

CONSULTING DESIGN SERVICES AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

CHOYASSOCIATES INC.

FOR THE

2000 ANIMAL BOND PROGRAM

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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:

W I T N E S S E T H

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:

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.
LUMP 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.

4.4 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.

RTICLE 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.

RTICLE 12 - INDEMNIFICATION AND INSURANCE

2.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, CONSULTANT undertakes nd agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Boards, Officers, gents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, aims, losses, demands and expenses, including but not limited to attorney's fees and costs of tigation, damage or liability of any nature whatsoever, for death or injury to any person, including ONSULTANT's employees and agents, or damage of or destruction to any property of either party ereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or illful misconduct incident to the performance of this Agreement on the part of CONSULTANT or its ubconsultants 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 Angles, 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 W. . 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 an( )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: _____

Title: Assistant City Attorney

ChoyAssociates Inc.

By: _____ 9/5/07

Title: Chairman

ATTEST

J. Michael Carey, City Clerk

By: _____

Title: DEPUTY CLERK

Date: 11/15/2001

CITY OF LOS ANGELES

By: _____

Title : President, Board of Public Works

By: _____

Board of Public Works, Commissioner

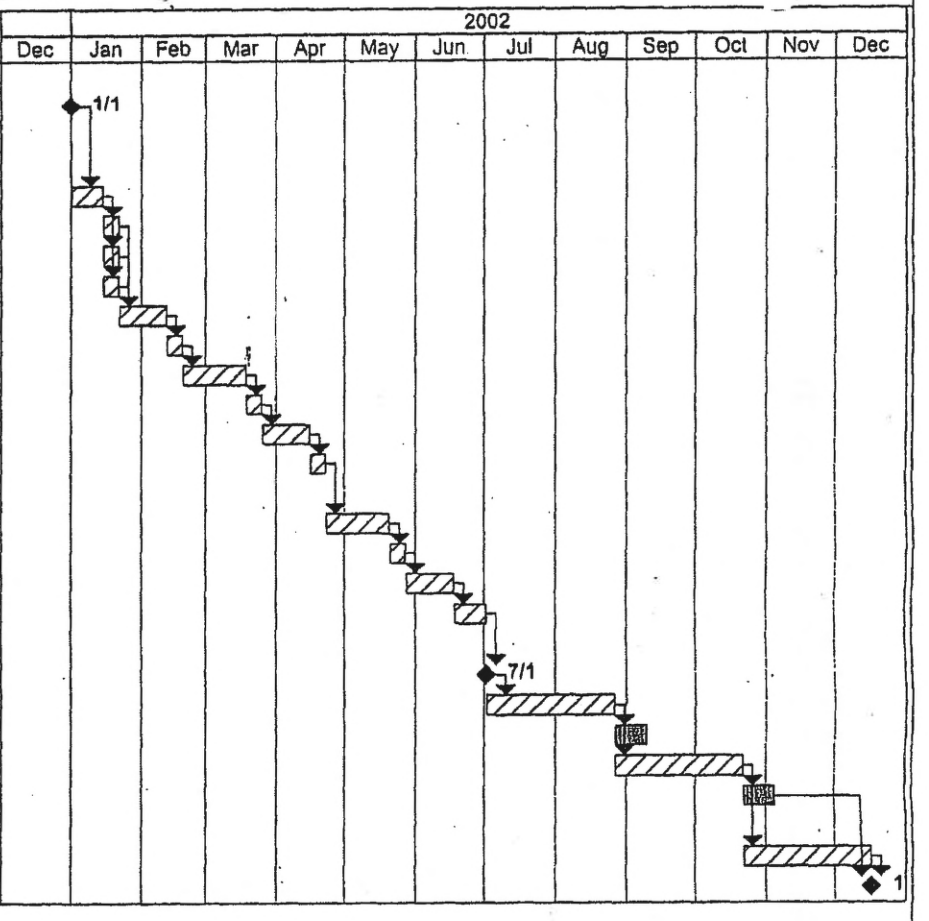
AK/CN:cn
ArchContract for ANIMAL.doc

EXHIBIT A

PROJECT SCHEDULE (SAMPLE BAR CHART)

Sample Design Schedule for A mal Facilities Bond Program

ID	Task Name	Duration	Start	Finish
1	**Design Phase**	**350 days**	**1/1/02**	**12/16/02**
2	Notice to Proceed	0 days	1/1/02	1/1/02
3	**Schematic Phase**	**112 days**	**1/1/02**	**4/22/02**
4	**Preliminary Design Study**	**21 days**	**1/1/02**	**1/21/02**
5	Facilities Program	14 days	1/1/02	1/14/02
6	Building & Safety	7 days	1/15/02	1/21/02
7	City Planning	7 days	1/15/02	1/21/02
8	Other Requirements	7 days	1/15/02	1/21/02
9	Schematic Design - Alternates	21 days	1/22/02	2/11/02
10	City Engineer Review	7 days	2/12/02	2/18/02
11	Schematic Design - Development	28 days	2/19/02	3/18/02
12	Presentations - Dept. & Comm.	7 days	3/19/02	3/25/02
13	Cultural Affairs - Conceptual Approv	21 days	3/26/02	4/15/02
14	City Engineer Review	7 days	4/16/02	4/22/02
15	**Design Development Phase**	**70 days**	**4/23/02**	**7/1/02**
16	Design Development	28 days	4/23/02	5/20/02
17	Presentations - Dept. & Comm.	7 days	5/21/02	5/27/02
18	Cultural Affairs - Final Approval	21 days	5/28/02	6/17/02
19	City Engineer Review	14 days	6/18/02	7/1/02
20	**Construction Documents**	**126 days**	**7/1/02**	**11/4/02**
21	Start Construction Documents	0 days	7/1/02	7/1/02
22	50% Completion	56 days	7/2/02	8/26/02
23	City Engineer Review	14 days	8/27/02	9/9/02
24	100% Completion	56 days	8/27/02	10/21/02
25	City Engineer Review	14 days	10/22/02	11/4/02
26	**Pre-Construction**	**56 days**	**10/22/02**	**12/16/02**
27	Plan Check and Permit	56 days	10/22/02	12/16/02
28	City Engineer Signature	0 days	12/16/02	12/16/02



Printed Date: 8/30/01 | Task | Critical Task | Progress | Milestone

EXHIBIT B

PROJECT TASK ORDER FOR EXPANSION AND RENOVATION OF ANIMAL SHELTERS

SAMPLE

EXHIBIT B

PROJECT TASK ORDER

FOR

ANIMAL FACILITIES BOND PROGRAM

WITH

DESIGN CONSULTANTS

PROJECT TASK ORDER

FOR

DESIGN CONSULTANT

SAMPLE

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 new _____ square feet _____ located at _____.

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 approval necessary for the PROJECT.

A.3 Analysis of requirements and proposed uses of the PROJECT by the Department of Animal Regulation, 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 Regulation Commission and CITY ENGINEER. The presentation materials shall consist of site plan and 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.

SAMPLE

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.

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) (Silver) (Gold) (Platinum).**

A.5 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).

A.6 Preparation of general specifications indicating construction methods, concepts and materials used including mechanical and electrical systems concept.

A.7 Preparation of the approximate 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 sited 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.

SAMPLE

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 blue prints of SCHEMATIC DESIGN.
b. Fifteen (15) copies of Outline Specifications
c. Fifteen (15) copies of Construction Cost Estimate
d. Ten (10) copies of written documentation 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.
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 Regulation Commission, and the Cultural Affairs Commission. Presentation to the Community and the Animal Regulation Commission will be as scheduled by the Department of Animal Regulation.

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.

SAMPLE

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 the work shall be negotiated between the CITY ENGINEER and the CONSULTANT and shall be compensated for Extra Services as per Article 7.3 of the AGREEMENT.

PART B - DESIGN DEVELOPMENT PHASE consists of:

B.1 Upon approval of the Schematic Design Phase by the CITY ENGINEER and the Department of Animal Regulation, 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 Regulation 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.

SAMPLE

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.

B.5 Floor plans, cross and longitudinal sections (scale 1/4"=1'-0" minimum) 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 Regulation.

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 Regulation, and the Cultural Affairs Commission, on the Design Development due date:

SAMPLE

a. Fifteen (15) sets of blue 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.

d. Ten (10) copies of the mechanical, plumbing, electrical and structural calculations.

e. Ten (10) 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.

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 Regulation Commission, the Community, and the Cultural Affairs Commission.

SAMPLE

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.

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) (Silver) (Gold) (Platinum).**

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 Regulation 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.

SAMPLE

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 4236" vellum with the Title Block provided by the CITY. The Specifications shall be typewritten, one side only, on 8-1/2" x 11" bond paper.

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 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.

SAMPLE

C.6 The CONSULTANT shall be responsible for the corrections of the Construction Documents, Calculations and Cost Estimate until acceptable 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 confirm with the CITY ENGINEER for the quantity of the submittals.

SAMPLE

Completed 50% Construction Documents:

1. Twenty (20) sets - blue prints of 50% completed Construction Documents.
2. Twenty (20) sets of 50% completed Specifications.

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 confirm with the CITY ENGINEER for the quantity of the submittals.

Completed 100% Construction Documents:

1. Twenty (20) sets of blue prints of completed 100% Construction Documents.
2. Twenty (20) sets of 100% completed Specifications.

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, and specification files in CD, including the pen settings for plotting.

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 blue 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.

SAMPLE

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 **eighteen (18)** 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 **eighteen (18)** 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 shall conduct 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.

SAMPLE

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

SAMPLE

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.

SAMPLE

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 Architectural Division Title Block. 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.
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. SCOPE OF SERVICES, SECTION I - PART A
   Paragraphs A.1 through A.3

	Schematic Design – Preliminary	21 cal. days

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

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

SAMPLE

3. SCOPE OF SERVICES, SECTION I - 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. SCOPE OF SERVICES, SECTION I - 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	7 cal. days

5. SCOPE OF SERVICES, SECTION I - 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. I - SCOPE OF SERVICES, SECTION I - 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 6, 6.2 and 6.6, 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.

SAMPLE

SECTION III – PAYMENT SCHEDULE

The CITY agrees to pay the CONSULTANT a sum of $ _____ for the DESIGN SERVICES performed as follows:

1. For all the CONSULTANT's basic services, except the other services, a fee of $_____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 $ _____ including Construction Cost Escalation, Overhead and Profit at mid point of construction, estimated as twenty-eight (28) 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, I - SCOPE OF SERVICES, Part B, provided by the CONSULTANT and approved by the CITY ENGINEER.

2. If after the third submittal, the Schematic Design, as described in 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 $_____ (50% of the Schematic Design fee).

3. A lump sum allowance of $_____ for the 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 $_____ for a Study Massing Model in accordance with Section I - SCOPE OF SERVICES, Part A, A.8.

SAMPLE

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 lump sum of $_____ for documentation using LEEDS (Leadership in Energy and Environmental Design System) format, describing energy efficiency systems and all sustainability issues addressed in the design.

7. A lump sum of $_____ if the project receive a minimum "LEED Building Certified" level credit from the U.S. Green Building Council.

8. Reimbursable expenses of $_____ 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.

9. 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 stardard 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:

Classification	Hourly Rate
Principals	
Architect/Engineer	

SAMPLE

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

Phase of Services	% of Sum	Design Services Fee
1. SCOPE OF SERVICES, Section I, Part A (Schematic Phase)		
CITY ENGINEER Approval – Schematic Alternate	2%	
Cultural Affairs – Conceptual Approval	4%	
CITY ENGINEER Approval	4%	
2. SCOPE OF SERVICES, Section I, Part B (Design Development Phase)		
Cultural of Affairs Approval – Final	5%	
CITY ENGINEER approval	10%	
3. SCOPE OF SERVICES, Section I, Part C (Construction Document Phase)		
50% Construction Documents (Approved by CITY ENGINEER)	15%	
100% Construction Documents	15%	

Phase of Services	% of Sum	Design Services Fee
(Approved by CITY ENGINEER) Plan Check and Permit & Plan Correction Completion	15%	
4. SCOPE OF SERVICES, Section, Part E (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	5% 5% 5% 5% 5%	
5. SCOPE OF SERVICES, Part F Completion of Record Drawings	5%	
SUBTOTAL	100%	
7. SCOPE OF SERVICES, Part A Study Massing Model	LS	
6. SCOPE OF SERVICES, Part B Photographs of Rendering, Color Photographs and colored floor plans.	LS	
7. SCOPE OF SERVICES, ALL LEEDS efforts & documentation	LS	
8. SCOPE OF SERVICES, LEEDS Certified Level Credit	LS	

SAMPLE

SAMPLE

Phase of Services	% of Sum	Design Services Fee
9. SCOPE OF SERVICES,		
Reimbursable Direct Printing Costs	LS	
Other Reimbursable Costs	LS	
10. Demolition Plans and Specification	LS	
SUBTOTAL	LS	
GRAND TOTAL		

SAMPLE

PROJECT TASK ORDER

FOR

DESIGN CONSULTANTS

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

CITY OF LOS ANGELES (CITY)

By:

Title: _____

Date: _____

CONSULTANT FIRM NAME

DESIGN CONSULTANTS

By: _____	**By:**
Title: _____	**Title:**
Date: _____	**Date:** _____

EXHIBIT C

MBE/WBE/OBE UTILIZATION PROFILE

SCHEDULE C

TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

oject Title	Task Work Order Number

ontractor	Address
ontact Person	Phone/Fax

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS/ CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	$	%
TOTAL WBE AMOUNT	$	%
BASE BID AMOUNT	$	

Signature of Person Completing this Form

Title Date

MUST BE SUBMITTED PRIOR TO COMMENCING WORK

EXHIBIT D
INSURANCE REQUIREMENTS

EXHIBIT D
INSURANCE REQUIREMENTS

Submitting Proof of Insurance to the City of Los Angeles
(Share this information with your insurance agent or broker.)

Person to Contact Direct all correspondences, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

Name
City Agency
Address
TEL FAX

GENERAL INFORMATION

1. **Project ID.** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job sit or street address to ensure that your submission will be properly credited. Provide the types of coverage and dollar amounts specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.

2. **When to submit.** Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For As-needed Contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

3. **Availability of Insurance.** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk-Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee.** All insurance must be provided by an insurer admitted to do

business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or proved replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

7. **Signature.** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee.** The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability to the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

9. **Notice of Cancellation.** You agree contractually to maintain all required insurance in full force for the duration of your business with the City By Ordinance, all required insurance must provide at least 30 days' prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your insurance company elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the scope of coverage which affects the City's interest is to be reduced or when the dollar limits of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage.** The coverage must be primary with respect to any insurance of self insurance of the City. The City's program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds (Severability of Interest).** In construction contracts, the City must be able to retain its rights as a potential claimant as well as to be protected as an

additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval.** City Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The City forms are acceptable to the California Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement forms is a certified copy of full insurance policy which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. Binders and Cover Notes are acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and Certificates of Insurance are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statue, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City's interests.

13. **Renewal.** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 7 through 10 of this information sheet.

COVERAGE INFORMATION

14. Dollar Limits of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee's activities.

15. General Liability insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of work or your presence on City premises. Contractual liability coverage is a required inclusion in this insurance. (See separate information sheet on the City's SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. Automobile Liability insurance is required only were vehicles are used in performing the

work of your Contract or where they are driven off-road on City premises; it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirements.

17. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Waiver of Subrogation on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g.; uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the City. Fire Legal Liability is required for persons occupying a portion of City premises.

20. Surety coverage may be required to guarantee performance of work. A Fidelity-bond may be required to handle City funds, high value property and under certain other conditions. Specialty coverages may be needed for certain operations.

Name: _____ Date _____

Contract/Reference: _____

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

( ) Workers' Compensation (statutory)/employer's Liability $_____

( ) Broad Form All States Endorsement

( ) Voluntary Compensation Endorsement

( ) Longshore and Harbor Workers' Compensation Act

( ) Aircraft Liability $_____ ( ) Aviation/Airport Liability $_____

( ) General Liability $_____ ( ) Automobile Liability $_____

If automobile is used in Contract

( ) Passenger Liability (per seat) $_____

( ) Premises and Operations ..... ( ) Explosion Hazard

( ) Contractual Liability ..... ( ) Collapse/Underground Hazard

( ) Independent Contractors ..... ( ) Garagekeeper's Legal Liability

( ) Products/Completed Operations ..... ( ) Hangarkeeper's Legal Liability

( ) Broad Form Property Damage ..... ( ) Owned Automobiles

( ) Personal Injury ..... ( ) Owned/Hired Automobiles

( ) Broad Form Liability ..... ( ) Hookup (limited)

( ) Watercraft Liability

( ) Incidental Medical Malpractice ..... ( ) .....

Professional Liability (Errors and Omissions) $_____

Discovery period: _____

( ) Property Insurance $_____ . ( ) Fine Art Floater $_____

( ) All Risk Coverage ..... ( ) Boiler & Machinery

( ) Fire and Extended Coverage ..... ( ) Debris Removal

( ) Vandalism & Malicious Mischief ..... ( ) Sprinkler Leakage

( )

( ) Flood $_____ ..... ( ) Windstorm
( ) Earthquake $_____ .. ( ) _____

( ) Fire Legal Liability $_____

If Contractor leases City property or has construction loans for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles

---

( ) Crime Insurance $_____

( ) Comprehensive Dishonesty Disappearance & Destruction
( ) Blanket Crime

( ) Fidelity Bond $_____
or 1/12 of total funding of all contracts whichever is greater

( ) Blanket Position ..... ( ) Commercial Blanket
( ) _____

( ) Owner's Protective Liability $_____

( ) Ocean marine Liability $_____ ....( ) Ocean Cargo $_____
( ) Protection & Indemnity ( ) Jones Act .....( ) Inchmaree
( ) Running Down Clause ( ) Wharfinger's Liability ( ) Charterer's Legal Liability
( ) Pollution ( ) Ship Repairer's Liability ( ) _____

Notes: _____

EXHIBIT E

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that ChoyAssociates will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with an implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

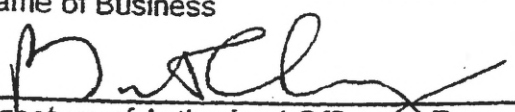
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

South Pasadena/Los Angeles/California
City/County/State

Date 20 March 2001

ChoyAssociates — 901 El Centro Street, South Pasadena, CA 91030-3115
Name of Business — Address



Barton Choy
Signature of Authorized Officer or Representative — Print Name

President — (626) 403-7850
Title — Telephone Number

EXHIBIT F

SERVICE CONTRACT WORKERS RETENTION ORDINANCE AND LIVING WAGE ORDINANCE-DECLARATION OF COMPLIANCE

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance

ıngeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employers (except ɜ specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve ϰpenditure in excess of $25,000 and a contract term of at least three months; leases; licenses; or, certain ients of City financial assistance, shall comply with all applicable provisions of the Ordinances.

ıg the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient ies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above enced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees r the agreement (including employees of subcontractors) within 10 days after execution. The list of employees include the name, position classifications and rate of pay for each employee. An updated list shall be submitted ı demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor ɛct to the Living Wage Ordinance must be provided to the Office of Administrative and Research Services within ays of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain 90-day transition employment period, employees who have been employed by the terminated contractor or its ɔntractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

contractor, lessee, licensee, or City financial assistance recipient further agrees:

To pay covered employees a wage no less than the minimum initial compensation of $7.72 per hour (adjusted July 2000) with health benefits, as referred to in (c) below, or otherwise $8.97 per hour (adjusted July 1, 2000), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1.
To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3);
Where so elected under (a) above, to pay at least $1.25 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
To inform employees making less than $12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

lure to complete and submit this form to the Awarding Authority and to the Office of Administrative and Research vices may result in withholding of payments by the City Controller, or contract termination.

eck box only if applicable: ☒ **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City agreement.**

npany Name	Signature of Officer or Authorized Representative
ChoyAssociates	
anv Address and Phone Number	Type or Print Name and Title
9[illegible] El Centro Street, South Pasadena, CA 91030	Barton Choy, President

te	Contract Number	Awarding City Department	Type of Service
Pendin „	Pending	Public Works	Architectural

BIDDER/CONTRACTOR

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - Fax: (213) 485-0672

LIVING WAGE ORDINANCE
BIDDER/CONTRACTOR APPLICATION FOR NON-COVERAGE OR EXEMPTION

The Los Angeles Administrative Code, Sections 10.36 and 10.37 require City service contractors, subcontractors, financial assistance recipients, lessees and licensees, and sublessees and sublicensees to comply with the provisions of the Code. Contractors, lessees, et al may apply for consideration of non-coverage or exemption from the Ordinances.

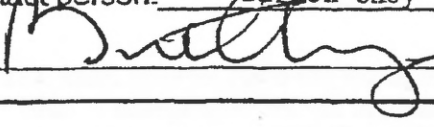
Company Name: ChoyAssociates Phone: (626) 403-7850
Company Address: 901 El Centro Street
City: South Pasadena State: CA Zip: 91030-3115
Department Awarding Contract: Pending
Contract Number (if any): Pending
Contract Term: Pending
Dollar Amount: Pending
Type of Service: Architectural

Please list the reason for non-coverage or exemption. Cite specific Code section(s) and subsection(s). Attach additional sheets as necessary: N/A

Please attach this form and any documentation that supports your claim for non-coverage or exemption and submit to the awarding department.

Approval of this application exempts only the listed contractor from the Living Wage Ordinance during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor.

Name of contact person: Barron Choy Title: President

Signature:  Date: 20 March 2001

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ **Not Approved:** _____ **Date:** _____

Department Contact: _____ **Phone:** _____

FOR OARS USE ONLY	
Approved: _____	**Not Approved (See Attached):** _____
Analyst: _____	**Date:** _____

Form OARS/LW-3, Rev. 7/6/00

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

1. **Service contract or Authority for Expenditure that is less than 3 months or $25,000 or less,** LAAC 10.37.1(j).
   Examples: Service contract for 6 months and $12,000; AFE for $20,000.

2. **Contract for purchase of goods, property, or the leasing of property** (with City as lessee), LAAC 10.37.1(j).
   Examples: Contract to purchase equipment and office supplies; lease space occupied by City departments.

3. **Construction contracts**, not conforming to the definition of a service contract, LAAC 10.37.1(j).
   Examples: Construction of buildings and infrastructure.

4. Employees required to possess an **occupational license**, LAAC 10.37.1(f).
   Examples: Crane inspector certification pursuant to California Labor Code Sections 7375 – 7380; hazardous waste inspector.
   Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt under LAAC 10.37.1(f).

5. Contractors who are party to a **collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO,** LAAC 10.37.11.
   Example: Labor agreement between parking contractor and a labor union with provision that wages and benefits in collective bargaining agreement shall supersede LWO.

6. **Financial assistance recipient,** LAAC 10.37.1(c):
   (a) Below $1,000,000 assistance in 12 months.
   (b) Assistance of less than $100,000 per year on a continuing basis.
   (c) In its first year of operation.
   (d) For other than economic development or job growth.
   (e) Employing the long-term unemployed or providing trainee positions intended to prepare employees for permanent positions, and who claim that compliance with LWO would cause an economic hardship may apply in writing to awarding authority. Waiver requires Council approval.

7. Employers (contractors, subcontractors, financial assistance recipients) organized under **IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker,** shall be exempt as to all employees, except child care workers, LAAC 10.37.1(g).
   Example: L.A. Conservation Corps.

8. **Proprietary lessee or licensee having annual gross revenue of less than $207,464 (adjusted July 1, 2000) and no more than a total of seven employees,** LAAC 10.37.1(i).
   Examples: Concessionaires at golf courses or Olvera Street.

9. **One person contractors, lessees, licensees or financial assistance recipients who employ no workers,** LAAC 10.37.1(f).

10. **Business Improvement Districts (BIDs),** with assessment monies as source of funds for service contracts, Reg. 11.

11. **Other governmental entity** (i.e. U.S. Customs, LA County, UCLA, CRA).

CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a minimum living wage rate. For the period from July 1, 2000 through June 30, 2001, the living wage rate is $8.97 per hour if an employer provides no health benefits, and $7.72 per hour if an employer pays at least $1.25 per hour toward health benefits for each covered employee.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than $12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over $25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

The wage rates and benefits provisions of the LWO apply only to employees who are working on an agreement subject to the Ordinance. (See #3 above.) The retaliation provisions of the LWO, however, apply to all employees, even if they do not work on a subject agreement.

7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars ($100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

An employee can submit a complaint to the Office of Administrative and Research Services which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or $25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than $202,800. The qualifying annual gross revenue is adjusted every year.
- One person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Office of Administrative and Research Services, Contractor Enforcement Section, located at 200 North Main Street, Room 606, Los Angeles, CA 90012. For additional information, please call (213) 485-3514.

EXHIBIT G

CERTIFICATE REGARDING AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

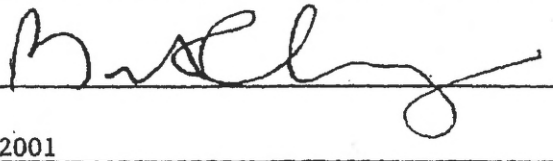
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. The certification is a material representation of fact upon with reliance was placed when the parties entered into this transaction.

Contract NUMBER Pending

CONTRTACTOR/BORROWER/AGENCY
ChoyAssociates

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Barton Choy, President

SIGNATURE 

DATE 20 March 2001

EXHIBIT H

CERTIFICATE REGARDING COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

CITY OF LOS ANGELES
Office of Administrative and Research Services
Contractor Enforcement Section
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3514 – Fax: (213) 485-0672

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

ır company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal ıefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department ırding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

/ Dept. Awarding Agreement: Public Works Contact/Phone: Mike Michalsk (213)847-5527

CTION 1. CONTACT INFORMATION

npany Name: ChoyAssociates

npany Address: 901 El Centro Street

/: South Pasadena State: CA Zip: 91030-3115

ntact Person: Barton Choy Phone: (626) 403-7850 Fax: (626) 403-7860

n a one-person contractor, and I have no employees. ☐ Yes ☒ No *(if you answered "Yes," go to Section 3)*

proximate Number of Employees in the United States:

: any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

CTION 2. COMPLIANCE QUESTIONS

the table below, check all benefits that your company currently provides to employees or to which your ıployees have access. Provide information for each carrier if your employees have access to more than e carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic rtner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the th of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such .ne al insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance				
	Health Carrier 1: (Reimbursed)	☐	☒	☐	☐
	Health Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
2	Dental Insurance				
	Dental Carrier 1:	☒	☐	☐	☐
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	Vision				
	Vision Carrier 1:	☐	☐	☒	☐
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension	☐	☐	☒	☐
5	Bereavement Leave	☒	☐	☐	☐
6	Family Leave	☒	☐	☐	☐
7	Parental Leave	☒	☐	☐	☐
8	Employee Assistance Program	☒	☐	☐	☐
9	Relocation & Travel	☒	☐	☐	☐
10	Company Discount, Facilities & Events	☒	☐	☐	☐
11	Credit Union	☒	☐	☐	☐
12	Child Care	☐	☒	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

OU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper ımentation for **each carrier and each benefit marked**, your company cannot be certified as complying with .ne O. If documentation for a particular benefit does not exist, attach an explanation. Refer to the Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the ype of documentation that must be submitted to verify compliance with the EBO.

) Section 2 above you indicated that your company does not provide all benefits equally throughout its entire erations to all your employees with spouses and employees with domestic partners of the same and opposite (, you may:

☐ **Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Provisional Compliance Form (OARS/EBO-3) and supporting documentation with this form.

☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must demonstrate that it has taken all reasonable measures to end discrimination in benefits, have been unable to do so with respect to a particular benefit, and agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Reasonable Measures Application (OARS/EBO-2) and supporting documentation with this form.

☐ **c. Comply on a Contract by Contract Basis.** Compliance may be granted on a contract by contract basis for those Contractors who have multiple locations in the US but do want to comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:

- ☐ Contractor has multiple offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement. Supporting documentation for the affected locations/employee(e) must be submitted.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with the EBO only for the employee(s) working on the City agreement. Supporting documentation for the affected employees must be submitted.

ECTION 3. SUBCONTRACTOR COMPLIANCE

t submit the Subcontractor Information Form (Form OARS/LW-18) within 10 days of execution of each ity agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification f Compliance (Form OARS/EBO-1) within 30 days of execution of each subcontract.

ECTION 4. EXECUTE THE CERTIFICATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

his form must be returned to the City department awarding the agreement. If responding to a request for id/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will orward the form to the Office of Administrative and Research Services for review.

CERTIFICATION

declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, ınd that I am authorized to bind this entity contractually.

Executed this 20th day of March, in the year 2001, at South Pasadena (City), CA (State)

Signature

Barton Choy
Name of Signatory (please print)

esident
Title

901 El Centro Street
Mailing Address

South Pasadena, CA 91030-3115
City, State, Zip Code

95-4660908
Federal ID or Social Security Number

CITY OF LOS ANGELES
Office of Administrative and Research Services
200 North Main Street, Room 606
Los Angeles, CA 90012
Phone: (213) 485-3514 - FAX: (213) 485-0672

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

tion 2 of the Certification of Compliance with Equal Benefits Ordinance (Form OARS/EBO-1) requires that you mit supporting documentation to the Office of Administrative and Research Services to verify that all benefits ked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a le for the type of documentation needed.

alth, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners eive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as l as opposite-sex partners so that the definition of "domestic partner" contained in the plan document must ude opposite-sex partners.

nsion (including 401k plans): Documentation should indicate that participating employees may designate a neficiary to receive the amount payable upon the death of the employee.

reavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If ur policy allows employees time off from work because of the death of a spouse, it should also allow for time off cause of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other ative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

ave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees ist offer this benefit. Your policy should indicate that employees may take leave because of the serious medical ndition of their spouse or domestic partner.

rental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a ild. If leave is available for step-children (the spouse's child) then leave should also be made available for the ild of a domestic partner.

nployee Assistance Program: Your company's employee assistance program policy confirming that spouses, mestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

elocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the me basis for spouses and domestic partners of employees.

ompany Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities uch as a gym) and events (such as a company holiday party) are equally available to spouses and domestic artners of employees.

redit Union: Documentation from the credit union indicating that spouses and domestic partners have equal ccess to credit union services.

hild Care: Documentation that the children of spouses (step-children) and children of domestic partners have qual access to child care services.

ther Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

yAssociates

Architects

410 Beverly Boulevard
Los Angeles CA 90057

Tel 213.386.5580
Fax 213.386.3267

Barton Choy AIA
E J Parrish AIA

Eugene Kinn Choy
1911-1991

e-mail address
y@choyassociates.com

September 1997
File No Personnel

Memorandum

To All Employees

From Jack Parrish

Subject Benefit Plan

Bart and I are pleased to announce a meaningful program of new benefits that we hope to have in place by the first of the year. All details have not been worked out, however, we wish to share with you where we are headed and an overview of what we envision.

Plan Summary Description

ChoyAssociates Joint Participation Benefit Plan consists of three separate yet compatible plans. Our objective is to provide a vehicle for (1) retirement savings, (2) payment of qualifying medical and dependent care expenses, and (3) Professional Development including continuing education expenses. The concept is to use pre-tax dollars where possible so as to reduce the amount of taxes you and the firm pays. The Plan's three portions are as follows:

1. Retirement Savings in the form of a Savings Incentive Match Plan for Employees (SIMPLE) IRA. This is relative new instrument, enacted into law less than a year ago. In our concept this Plan consists of both employee wage deferrals and matching contributions from the firm. In both cases there are legal limitations on the amount of deferral and contribution.

2. Medical-Dependent Care expense allowance for qualified costs in the form of a Flexible Spending Account (FSA), also know as a Cafeteria Plan under Section 125 of the Internal Revenue Code. This plan has been around for years, but only recently has it been practical for a small firm because of the administrative effort and associated costs it required. The Plan permits you to pay for, by reimbursement, qualified expenses from pre-tax dollars. The *qualified expenses* are determined/selected from a menu of items, hence the cafeteria label. See below for a summary list of menu items. Again, the Plan consists of both employee wage deferrals and contributions from the firm

3. Professional Development expense allowance for qualified Continuing Education and Professional Activities. The Plan permits you to pay for, by reimbursement, qualified expenses from pre-tax dollars. The *qualified expenses* are scheduled below along with certain conditions. In this Plan no deferrals are permitted and consist entirely of a portion of contributions from the firm. The amount is determined by the employee's election.

Definitions – These are important for proper communication

Eligibility	All employees at start of Plan Year that have earned $5,000 or more from Firm during the prior Calendar Year (01 January through 31 December).
Gross Wages	Your total wage, equal to your hourly rate times number of hours worked plus holiday and leave hours.

Adjusted Gross Wages	Your Gross Wages less all deferrals. This is your taxable income.
Deferred Wages	Those wages you elect to defer to Retirement and/or Medical-Dependent.
Contribution	Funds that firm contributes to your account in one or more of the plans.
Vesting	Your entitlement to funds in your account.
Enrollment Period	The first three weeks of January. Re-enrollment each year is required.
Plan Year	01 February through 31 January.
Custodian or Trustee	The selected institution that will handle the SIMPLE IRA, including investing and reporting (to you, the government and the firm).
Benefit Plan Administrator	Jack Parrish
Election	During the Enrollment Period, your decision of how much, if any, to defer from Gross Wages to Retirement and/or Medical-Dependent Plans. Your Election triggers the Contribution amount by the firm. After the legal amount is satisfied for firm contribution to Retirement portion, your Election will also include the distribution of the remaining contribution balance to the Medical-Dependent and/or Professional Development portions

Flexible Spending Account Menu – Broad Scope *Qualified Expense* Categories

Health Care Insurance Premiums, you and dependents

Non-reimbursed health care expenses, you and dependents

Dependent Care Expenses – Child under age of 13 and a disabled dependent

Professional Development Plan Schedule

Continuing Education

Seminars and instructional course fees
Study aids necessitated by seminars and courses

Conditions for reimbursement: Evidence of satisfactory completion, and subject matter is directly or indirectly related to the field of architecture.

Professional Activities

Professional Dues (AIA. CSI and similar organizations)
Registration Fee, including state and NCARB licensure and examination fees for architectural license

Exclusions: Travel, subsistence and meals related to both Continuing Education and Professional Activities.

Basic Mechanics of the Plans

Based on your Election, your Deferral will be withheld from your paycheck. These funds along with the firm's matching Contribution, up to 10% of Gross Wages, will be handled in the following manner:

Retirement Portion Funds: Sent directly to Custodian for investing.

Medical-Dependent Care Portion: Deposited in a separate bank account. This account will have sub-accounts for each participating employee and for the firm's seed money. At the end of each month the firm will issue a reimbursement check to you for *qualified expenses* upon presentation of a reimbursement request and proper backup by you.

Professional Development Portion: Will remain in firm's reserve account with sub-accounts for each participating employee. At the end of each month the firm will issue a reimbursement check to you for *qualified expenses* upon presentation of a reimbursement request and proper backup by you.

No year-end adjustments are necessary for the Retirement or the Professional Development portions. However, the Medical-Dependent Care must be zeroed. This will be accomplished by returning any balance to the firm. The firm will then issue to you a miscellaneous income paycheck of your balance, less applicable Federal and State taxes.

Your Deferrals along with firm's Contributions are 100% vested in the Retirement and the Medical-Dependent Care portions. Should you leave the firm you may take with you or leave the retirement portion with the Custodian. Any balance in your Medical-Dependent Care portion will be returned to you as a miscellaneous income paycheck, less applicable Federal and State taxes.

Should leave the firm, any balance in your Professional Development portion is forfeited to the firm. You may carry unused balances over to the following year. We will establish a limit to the balance prior to your election.

Deferral and Contribution Limitations

Deferral for Retirement: Not to exceed $6,000 (stated as a percent)

Deferral for Medical/Dependent Care: Deferral Total less Retirement Portion

Deferral Total: Not to exceed 25% of Gross Wages

Contribution for Retirement: Matching Deferral, but may not to exceed 3% of Gross Wages

Contribution for Medical/Dependent Care: Your election after deducting Retirement contribution, but limited by total.

Profession Development: The remaining balance, resulting from Contribution Total less Retirement and Medical-Dependent Care Contributions.

Contribution Total: Matching your total, with an amount not to exceed 10% of Gross Wages.

Illustration of Plan Concept

The following compares one with a Gross Wage of $30,000, withholding of 24% and a 10% deferral in the Plan with one with same Gross and same withholding rate, but not in Plan.

	In Plan	No Plan
Gross Wages	$30,000.00	$30,000.00
Deferrals	(3,000.00)	0.00
Adjusted Gross Wages	27,000.00	30,000.00
Withholding	(6,480.00)	(7,200.00)
Subtotal	20,520.00	22,800.00
Add Back Deferrals	3,000.00	0.00
Add Firm's Contribution	3,000.00	0.00
Total Spendable + Savings	$26,520.00	$22,800.00

Other Changes For 1998

The firm will become a corporation as of the first day of January.

We will change to the more conventional biweekly, 26 pay periods per year. The first period will end on 09 January, with payday on the following Monday.

Our month-end closing will change to the last Friday of the given month.

Even with the change of business form, your accrued holiday and vacation hours will be carried over to the "new" firm.

Using an architectural analogy, please note that we have just completed the Schematic Phase and have Design Development and Contract Documents yet to go. I suppose our first Plan Year will be the Construction Phase.

We will keep you informed as the Plan develops. Particularly with respect to mandatory changes necessitated the governing authorities.

Copies Barton Choy

D:\02-Choy\Ben-Plan\PlanMemo-01.doc

ANNUAL SUMMARY DESCRIPTION
(For Existing SIMPLE Plan)

EMPLOYER INSTRUCTIONS:

We are required to provide you with an Annual Summary Description for your SIMPLE Plan. You, the employer, must complete the information it items 1 through 7 below, prior to providing this Summary Description to your employees. The "filled-in" Annual Summary Description must be given to each eligible employee within a reasonable time prior to November 2nd of each year. Therefore, this description is providing information on your SIMPLE Plan with respect to the following calendar year.

PLAN INFORMATION

Name of Employer: ChoyAssociates

Address of Employer: 2410 Beverly Boulevard, Los Angeles, CA 90057

Name of Trustee/Custodian: Van Kampen Trust Company

Address of Trustee/Custodian: 2800 Post Oak Boulevard Houston, Texas 77056

The Trustee/Custodian named above is a ☒ non-DFI; ☐ DFI
If the "DFI" (Designated Financial Institution) box is checked, the Trustee/Custodian must provide information regarding procedures for, and effects of, withdrawals (including rollovers) from the SIMPLE IRA.

ELIGIBILITY REQUIREMENTS

3. All Employees of the Employer shall be eligible to participate under the Plan except:
   - ☐ 1. Employees included in a unit of employees covered under a collective bargaining agreement described in Section 2.02(a) of the Plan.
   - ☐ 2. Non-resident alien employees who did not receive US source income described in Section 2.02(b) of the Plan.
   - ☐ 3. Employees who are not reasonably expected to earn $ _____ (not to exceed $5,000) during the Plan Year for which the contribution is being made.
   - ☐ 4. There are no eligibility requirements. All Employees are eligible to participate upon the later of the plan's effective date or the employee's date of hire.
4. Each Eligible Employee will be eligible to become a Participant after having worked for the Employer during any Ø prior years (not to exceed 2) and received at least $ Ø in compensation (not to exceed $5,000), during each of such prior years.

WRITTEN ALLOCATION FORMULA

5. The Employer has agreed to provide contributions for the 2000 Plan Year as follows (complete only one choice):
   - ☒ a. Matching Contribution – The amount of the Participant's Elective Deferral not in excess of 3% of such Participant's Compensation (not to exceed $6,000).
   - ☐ b. Matching Contribution – The amount of the Participant's Elective Deferral not in excess of _____% (not less than 1% nor more than 3%) of each Participant's Compensation (not to exceed $6,000).
   - ☐ c. Nonelective Employer Contribution – 2% of each Eligible Employee's Compensation, if the Eligible Employee earns at least $ _____ in compensation (not to exceed $5,000) during the calendar year.

TIMING OF ELECTION

6. If a Participant elects to stop deferring during the Plan Year, such Participant:
   - ☒ a. May not resume Elective Deferrals until January 1 of the next Plan Year; or
   - ☐ b. May resume Elective Deferrals at the next change date permitted under item 7 below.
7. An Eligible Employee will be permitted to make or modify his deferral election: January 1 (insert date(s) which apply to all Eligible Employees).

ADDITIONAL INFORMATION

The Employer has designated Jack Parrish, CFO (insert Name and title) to provide additional information to Eligible Employees about the Employer's SIMPLE Plan.

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GENERAL INFORMATION

The following information explains what a Savings Incentive Match Plan for Employees ("SIMPLE") is, how contributions are made, and how to treat these contributions for tax purposes. For more specific information, refer to the SIMPLE Retirement Plan document itself, the completed Adoption Agreement and the accompanying disclosure information.

For a calendar year, you may make or modify a salary reduction election during the 60-day period immediately preceding January 1 of that year. However, for the year in which you first become eligible to make salary reduction contributions, the period during which you may make or modify the election is a 60-day period that includes either the date you become eligible or the day before. If indicated on the Adoption Agreement, you may have additional opportunities during a calendar year to make or modify your salary reduction election.

SIMPLE Retirement Plan and SIMPLE IRA Defined

A SIMPLE Retirement Plan is a retirement income arrangement established by your employer. Under this SIMPLE Plan, you may choose to defer compensation to your own SIMPLE Individual Retirement Account or Annuity ("SIMPLE IRA"). You may base these "elective deferrals" on a salary reduction basis that, at your election may be contributed to a SIMPLE IRA or received in cash. This type of plan is available only to an employer with 100 or fewer employees who earned at least $5,000 during the prior calendar year.

A SIMPLE IRA is a separate IRA plan that you establish with an eligible financial institution for the purpose of receiving contributions under this SIMPLE Retirement Plan. Your employer must provide you with a copy of the SIMPLE agreement containing eligibility requirements and a description of the basis upon which contributions may be made. All amounts contributed to your SIMPLE IRA belong to you, even after you quit working for your employer.

Elective Deferrals – Not Required

You are not required to make elective deferrals under this SIMPLE Retirement Plan. However, if the Employer is matching your elective deferrals, no Employer contribution will be made on your behalf unless you elect to defer under the plan.

Elective Deferrals – Annual Limitation

The maximum amount that you may defer under this SIMPLE Plan for any calendar year is limited to the lesser of the percentage of your compensation indicated in the Deferral Form or $6,000, subject to the cost-of-living increases. The amount that you may elect to contribute to your SIMPLE IRA is excludable from gross income, subject to the limitations discussed above, and is not includible as taxable wages on Form W-2. However, these amounts are subject to FICA taxes.

If you work for other employers (unrelated to this Employer) who also maintain a salary deferral plan, there is an overall limit on the maximum amount that you may defer in each calendar year to all elective SEPs, cash or deferred arrangements under section 401(k) of the Code, other SIMPLE plans and 403(b) plans regardless of how many employers you may have worked for during the year. This limitation is referred to as the § 402(g) limit. The section 402(g) limit on elective deferrals is currently $10,000 and is indexed according to the cost of living.

When "excess elective deferrals" (i.e., amounts in excess of the $6,000 SIMPLE elective deferral limit or the section 402(g) limit) are made, you are responsible for calculating whether you have exceeded these limits in the calendar year. Excess elective deferrals are includible in your gross income in the calendar year of deferral. Income on the excess elective deferrals is includible in your income in the year of withdrawal from the SIMPLE IRA. You should withdraw excess elective deferrals and any allocable income, from your SIMPLE IRA by April 15 following the year to which the deferrals relate. These amounts may not be transferred or rolled over tax-free to another SIMPLE IRA. The trustee or custodian of your SIMPLE IRA will inform you of the income allocable to such excess amounts.

SIMPLE IRA Distributions

You may withdraw from your SIMPLE IRA at any time. However, any distributions will be includible in your gross income and may also be subject to a 25% additional income tax or a 10% additional income tax depending upon how long you have participated in the SIMPLE Plan. For more information refer to the SIMPLE IRA disclosure statement which was provided to you when established your SIMPLE IRA.

Rollover or Transfer to Another IRA

You may not roll over or transfer from your SIMPLE IRA any SIMPLE contributions (or income on these contributions) made during the plan year to another IRA (other than a SIMPLE IRA) until the 2 years following the date you first participated in the SIMPLE plan. You may, however, remove excess elective deferrals and income allocable to such excess amounts from your SIMPLE IRA before this time, but you may not roll over or transfer these amounts to another IRA.

If the Adoption Agreement indicates that all initial SIMPLE contributions will be made to a Designated Financial Institution, you may be able to transfer your SIMPLE IRA without cost or penalty to another SIMPLE IRA (if within the 2 year period) or thereafter to any other IRA. The DFI may impose a deadline for electing no cost or penalty free transfers and id the employee so elects, may also limit your choice of investments.

After the restriction described above no longer applies, you may withdraw, or receive, funds from your SIMPLE IRA, and no more than 60 days later, place the funds in another IRA or SIMPLE IRA. This is called a "rollover" and may not be done more frequently than at 12-month intervals. However, there are no restrictions on the number of times that you may make "transfers" if you arrange to have such funds transferred between the trustees so that you never have possession of the funds. You may not, however, roll over or transfer excess elective deferrals, and income allocable to such excess amounts from your SIMPLE IRA to another IRA. These excess amounts may be reduced only by a distribution to you.

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*ISU INSURANCE SERVICES INC.
dba of Hing & Associates Ins. Brokers, Inc.
4536 Rinetti Lane
La Canada, CA 91011 818-952-8818 FAX 818-952-3018
www.isuinsure.com

MEMORANDUM

July 20, 2000

RECEIVED
JUL 21 2000
Choy Associates

Barton Choy/E.J. Parrish
901 El Centro
S. Pasadena, CA 91030-3115

Re: VSP Vision

Dear Jack:

It was a pleasure speaking with you today on group vision insurance. Enclosed you will find a copy of a VSP brochure for your review, an employer application and employee application. The employee application is attached to the master app. I also included a list of VSP providers I retrieved off VSP's website. I checked with Lens Crafters and they are not a contracted provider with VSP. Please review materials and call me if you have any questions.

I enclosed a self addressed envelope for your convenience to mail completed application.

Sincerely,

Virginia Jaramillo
Assist. to Vincent C. Hing

IMPORTANT NOTICE

NEW GUIDELINES EFFECTIVE APRIL1, 2001

To All Our Associates

AIS has always tried to service both our brokers and our clients in the best possible manner. However, because of the overwhelming amount of business requested on the last day of the month, a problem with eligibility in both the medical and voluntary plans has arisen. Therefore, we find it necessary to require strict guidelines for new business and changes.

Effective April 1st, please note the following guidelines

New Medical Groups: All business must be in our office by the 25th of the month for effective dates the first of the following month.

Voluntary Programs: New business programs must be at AIS by the 15th of the month for effective dates the first of the following month.

All Additions and Deletions: These too should be requested by the 15th of the month for effective dates the first of the following month. Please be aware that most health carriers will terminate no farther back than 30 days. Therefore, it is necessary to request terminations as soon as possible. Premiums are required for terminated employees until the last day of the business month regardless of the fact that the employee may have left the company mid month.

Just a reminder. All health plans are prepaid. Therefore, the premiums are due before the first day of the plan month of coverage. In many cases, groups do not pay their premium until a delinquent notice is send. This is unacceptable. If a group is terminated for nonpayment of premium, they will not be reinstated even if the check is received in our office as a result of the late notice.

We are sorry to impose these guidelines but it has become necessary in order to continue to provide the high quality of service that we have always tried to maintain for all of our Brokers and Clients. We thank you for your continued support and understanding. We look forward to serving you for many years to come.

Yours in good health,

Edward W. Chin
President

February 12, 2001

AIS
1 Kaiser Plaza, Suite 1333
Oakland, CA. 94612
1-800-788-6524
E-mail: Info@ais-insurance.com
Visit our web site at www.ais-insurance.com

RECEIVED
FEB 16 2001
Choy Associates

EXHIBIT I

CITY COUNCIL REQUIRED NOTICE REGARDING DISCOUNT TERMS

Q for Fire and Animal Shelter Facilities
chitectural and Engineering Services and
gram /Construction Management Services

January 3,4 2001

CITY COUNCIL REQUIRED NOTICE REGARDING DISCOUNT TERMS

Recently, the City Council has instructed all City Departments to include the following language in all City contracts.

> "Vendor (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 discount to payments made under this agreement which meet the discount terms."

A clause to this effect will be included in the personal services contracts to be executed for this program.

Acknowledged -

4-9-01

EXHIBIT J

CHILD CARE POLICY STATEMENT

CITY OF LOS ANGELES
VENDOR (Consultant) CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

: business concern listed below hereby declares its status regarding the "Child Care Policy of the City of Los Angeles, - Section XI. \DORS". Please refer to the Supplementary Instructions which accompany this form. It is incumbent upon the concern to notify the y o( )changes applicable to this declaration.

ChoyAssociates — (626)403-7850
Business Name — Telephone No.

901 El Centro Street, South Pasadena, CA 91030-3115
Business Address

Barton Choy — President
int Name — Signature — Title

ote: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through hool-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with ecial needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that pply to your business concern.

art One	Yes	No
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	X	
If YES, please attach a copy.		
'art Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	X	
If YES, please check which form(s) of assistance.		
Level I Assistance		
Subsidized company child care center.		
Subsidized network of child care homes.		
Child Care reimbursement in addition to other benefits.	X	
Paid parental leave.		
Purchase of spaces for employees in community child care program(s), (centers or homes).		
Level II Assistance:		
Salary set aside/flexible spending account funded with employee salary dollars/Section 125.	X	
Child Care referral services.		
Parenting seminars.		
Counseling on work/family issues.		
Start-up of a self-supporting center.		
Start-up contributions to a "consortium center."		
Level III Assistance:		
Flexible work hours.	X	
Flex-place/work-at-home.		
Permanent part-time job sharing.		
Work-at-home following maternity leave.		
Unpaid parental leave.		
Donation to enhance child care program.		
Other: (Describe)		

I HAVE READ THE POLICY AND COMPLETED THIS FORM:

(Signed)

For additional information on child care options and benefits for employee, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013. Telephone: 213.485-9683

Date Filed:

SUPPLEMENTARY INSTRUCTIONS TO VENDORS (Consultants)

CHILD CARE POLICIES

City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This Policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, workplace and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

> THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATEED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTION WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

II. **Requested Child Care Policy Information from Vendors – All vendor applicants should complete the "Child Care Declaration Statement" form,** declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. **Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form."**

III. **Definition of a Stated Child Care Policy** – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. **Definitions of Child Care Assistance** – The following definitions apply to the various forms of child care assistance listed on the "Child Care Declaration Statement."

A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** – Group care for children (may range from 12 to 300 children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from on employer which thus subsidized part or all

of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)** – Care for up to fourteen children in the home of a licensed caregiver; may include on home or a network of two or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFIETS** – Employer helps employees pay for child care expenses by reimbursing the employee or his/her child care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer my designate providers or conditions (e.g., only reimburse licensed providers); such reimbursement is provided to the employee in addition to other employee benefits.

D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** – System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. **PAID PARENTAL LEAVE** – Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. **PURCHASE OF SERVICES FOR EMPLOYEES IN COMMUNITY CHILD CARE PROGRAMS** – Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. **SALARY SET – ASIDE/FLEXIBLE SPEND ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS** – Employer has set up a qualified Dependent Care Assistance Plan under IRS Section s 125 and 129, which allows employees to designate an amount up to $5,000 per year to be set aside form their salaries to pay for dependent car; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. **CHILD CARE REFERRAL SERVICES** – A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. **PARENTING SEMINARS** – Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted service.

J. **COUNSELING OF A SELF-SUPPORTING CENTER** – Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. **START-UP OF A SELF-SUPPORTING CENTER** – Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other cost associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting bases.

L. **START-UP CONTRIBUTIONS TO A CONSORTUIM CENTER** – Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. **FLEXIBLE WORK HOURS** – Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

N. **FLEXIPLACE/WORK-AT-HOME** – Company offers employees the option to work in their homes; may be available part- or full-time.

O. **PERMANENT PART-TIME/JOB SHARING** – Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE** – Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. **UNPAID PARENTAL LEAVE** – Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM** – Company has contributed funds, goods, and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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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

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste.

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:

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

Phase of Services	% of Sum	Design Fees
7. SCOPE OF SERVICES, Section I, Part A Study Massing Model	LS	$6,000.00
8. SCOPE OF SERVICES, Section I, Part B Photographs of Rendering, Color Photographs and colored floor plans, copies and frames.	LS	$7,500.00
9. SCOPE OF SERVICES, Section I, Part A, B, & C Cost Estimates	LS (Not to Exceed)	$30,000.00
10. SCOPE OF SERVICES 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)

By: _____

Title: Project Manager

Date: March 29, 2002

CHOY ASSOCIATES ARCHITECTS

By: _____

Title: Architect

Date: March 29, 2002

North Central Program Summary

Area	PROGRAM DATA Area NSF	# of Areas	NSF	Factor	Indoor GSF Program	Indoor GSF Calc'd	Outdoor GSF	Comments	ORIGINAL TASK ORDER Area NSF	# of Areas	NSF	Factor	Indoor GSF Program	Indoor GSF Calc'd	Outdoor GSF	Bldg Delta from Program (GSF)	Outdoor Delta from Prog (GSF)	Area NSF	# of Areas	
ublic Areas																				
Public Lobby	850.0	1.0	850.0	1.1500	978.0	977.5			850.0	1.0	850.0	1.1500	978.0	977.5		-	-	850.0	1.0	
ery	3,150.0	1.0	3,150.0	1.1500	3,623.0	3,622.5			1,575.0	1.0	1,575.0	1.1500	1,811.0	1,811.3		(1,812.0)	-	3,150.0	1.0	3
al Supplies	300.0	1.0	300.0	1.4375	431.0	431.3			300.0	1.0	300.0	1.4375	431.0	431.3		-	-	300.0	1.0	
rage	150.0	1.0	150.0	1.4375	216.0	215.6			150.0	1.0	150.0	1.4375	216.0	215.6		-	-	150.0	1.0	
Subtotal - Public Areas		**4.0**	**4,450.0**	**1.1793**	**5,248.0**	**5,246.9**				**4.0**	**2,875.0**	**1.1951**	**3,436.0**	**3,435.6**		**(1,812.0)**	**-**		**4.0**	**4**
helter Operations																-	-			
District Manager	192.0	1.0	192.0	1.4375	276.0	276.0			192.0	1.0	192.0	1.4375	276.0	276.0		-	-	144.0	1.0	
Subtotal - Shelter Op's		**1.0**	**192.0**	**1.4375**	**276.0**	**276.0**				**1.0**	**192.0**	**1.4375**	**276.0**	**276.0**		**-**	**-**		**1.0**	
epartment Management																-	-			
Director of Field Operations	256.0	1.0	256.0	1.4375	368.0	368.0			256.0	1.0	256.0	1.4375	368.0	368.0		-	-	192.0	1.0	
Special Projects-Manual	192.0	1.0	192.0	1.4375	276.0	276.0			192.0	1.0	192.0	1.4375	276.0	276.0		-	-	144.0	1.0	
Chief Veterinarian	256.0	1.0	256.0	1.4375	368.0	368.0			256.0	1.0	256.0	1.4375	368.0	368.0		-	-	192.0	1.0	
Subtotal - Dept Mgt		**3.0**	**704.0**	**1.4375**	**1,012.0**	**1,012.0**				**3.0**	**704.0**	**1.4375**	**1,012.0**	**1,012.0**		**-**	**-**		**3.0**	
lerical																-	-			
Sr. Clerk Typist/Clerical Supervisor	120.0	1.0	120.0	1.4375	173.0	172.5			120.0	1.0	120.0	1.4375	173.0	172.5		-	-	96.0	1.0	
Clerical Room	896.0	1.0	896.0	1.4375	1,288.0	1,288.0			896.0	1.0	896.0	1.4375	1,288.0	1,288.0		-	-	896.0	1.0	
Clerical Storage Room	216.0	1.0	216.0	1.4375	310.0	310.5			216.0	1.0	216.0	1.4375	310.0	310.5		-	-	216.0	1.0	
Subtotal - Clerical		**3.0**	**1,232.0**	**1.4375**	**1,771.0**	**1,771.0**				**3.0**	**1,232.0**	**1.4375**	**1,771.0**	**1,771.0**		**-**	**-**		**3.0**	**1**
eld Enforcement																-	-			
Sr Anim Control Off I	120.0	1.0	120.0	1.4375	173.0	172.5			120.0	1.0	120.0	1.4375	173.0	172.5		-	-	96.0	1.0	
Squad Room	650.0	1.0	650.0	1.4375	934.0	934.4			650.0	1.0	650.0	1.4375	934.0	934.4		-	-	650.0	1.0	
Evidence Storage Room	80.0	1.0	80.0	1.4375	115.0	115.0			80.0	1.0	80.0	1.4375	115.0	115.0		-	-	80.0	1.0	
File Room	80.0	1.0	80.0	1.4375	115.0	115.0			80.0	1.0	80.0	1.4375	115.0	115.0		-	-	80.0	1.0	
Counselinghterview Room	132.0	1.0	132.0	1.4375	190.0	189.8			132.0	1.0	132.0	1.4375	190.0	189.8		-	-	132.0	1.0	
Subtotal - Field Enf.		**5.0**	**1,062.0**	**1.4375**	**1,527.0**	**1,526.6**				**5.0**	**1,062.0**	**1.4375**	**1,527.0**	**1,526.6**		**-**	**-**		**5.0**	**1**
pecial Operations																-	-			
Sr. ACO I	120.0	1.0	120.0	1.4375	173.0	172.5			120.0	1.0	120.0	1.4375	173.0	172.5		-	-	96.0	1.0	
ACO	64.0	6.0	384.0	1.4375	552.0	552.0			64.0	6.0	384.0	1.4375	552.0	552.0		-	-	64.0	6.0	
ACOII	192.0	2.0	384.0	1.4375	552.0	552.0			192.0	2.0	384.0	1.4375	552.0	552.0		-	-	-	2.0	
Report Writing Stations	24.0	6.0	144.0	1.4375	207.0	207.0			24.0	6.0	144.0	1.4375	207.0	207.0		-	-	24.0	6.0	
Storage	18.0	6.0	108.0	1.4375	155.0	155.3			18.0	6.0	108.0	1.4375	155.0	155.3		-	-	18.0	6.0	
Subtotal - Special Op's		**21.0**	**1,140.0**	**1.4375**	**1,639.0**	**1,638.8**				**21.0**	**1,140.0**	**1.4375**	**1,639.0**	**1,638.8**		**-**	**-**		**21.0**	
olunteer Programs																-	-			
Volunteer Room	192.0	1.0	192.0	1.4375	276.0	276.0			192.0	1.0	192.0	1.4375	276.0	276.0		-	-	192.0	1.0	
Volunteer Storage/Workroom	200.0	1.0	200.0	1.4375	288.0	287.5			200.0	1.0	200.0	1.4375	288.0	287.5		-	-	200.0	1.0	
Subtotal - Volunteer Prog's		**2.0**	**392.0**	**1.4375**	**564.0**	**563.5**				**2.0**	**392.0**	**1.4375**	**564.0**	**563.5**		**-**	**-**		**2.0**	
ommunity Relations/Training																-	-			
Sr Anim Control Off II	192.0	2.0	384.0	1.4375	552.0	552.0			192.0	2.0	384.0	1.4375	552.0	552.0		-	-	144.0	2.0	
Community/Training Room	1,818.0	1.0	1,818.0	1.3225	2,404.0	2,404.3			1,818.0	1.0	1,818.0	1.3225	2,404.0	2,404.3		-	-	1,818.0	1.0	
Kitchen	100.0	1.0	100.0	1.3225	132.0	132.3			100.0	1.0	100.0	1.3225	132.0	132.3		-	-	100.0	1.0	
Storage Room	200.0	1.0	200.0	1.3225	265.0	264.5			200.0	1.0	200.0	1.3225	265.0	264.5		-	-	200.0	1.0	
Subtotal - Comm. Ref's/Training		**5.0**	**2,502.0**	**1.3401**	**3,353.0**	**3,353.1**				**5.0**	**2,502.0**	**1.3401**	**3,353.0**	**3,353.1**		**-**	**-**		**5.0**	
dministrative Hearings																-	-			
Office Area	216.0	1.0	216.0	1.5525	335.0	335.3			216.0	1.0	216.0	1.5525	335.0	335.3		-	-	216.0	1.0	
inistrative Hearing Rm	378.0	1.0	378.0	1.5525	587.0	586.8			378.0	1.0	378.0	1.5525	587.0	586.8		-	-	378.0	1.0	
Subtotal - Admin. Hearings		**2.0**	**594.0**	**1.5525**	**922.0**	**922.2**				**2.0**	**594.0**	**1.5525**	**922.0**	**922.2**		**-**	**-**		**2.0**	
nnels																-	-			
New Kennels	63.0	154.0	9,702.0	2.1500	20,859.0	20,859.3			63.0	154.0	9,702.0	2.1500	20,859.0	20,859.3		-	-	63.0	166.0	1
Existing Kennels	67.1	26.0	1,744.6	2.1500	3,752.0	3,750.9			67.1	26.0	1,744.6	2.1500	3,752.0	3,750.9		-	-	67.1	14.0	
Isolation Kennels	67.1	23.0	1,543.3	2.1500	3,318.0	3,318.1			67.1	23.0	1,543.3	2.1500	3,318.0	3,318.1		-	-	67.1	23.0	
Quarantine Kennels	67.1	24.0	1,610.4	2.1500	3,462.0	3,462.4			67.1	24.0	1,610.4	2.1500	3,462.0	3,462.4		-	-	67.1	24.0	
Get Aquainted Yard	600.0	1.0					600.0		600.0	1.0					600.0	-	-	600.0	1.0	
Get Aquainted Room	64.0	2.0	128.0	1.4375	184.0	184.0			64.0	2.0	128.0	1.4375	184.0	184.0		-	-	64.0	2.0	
Kennel Supply Storage	60.0	1.0	60.0	1.4375	86.0	86.3			60.0	1.0	60.0	1.4375	86.0	86.3		-	-	60.0	1.0	
Subtotal - Kennels		**231.0**	**14,788.3**	**2.1409**	**31,661.0**	**31,660.9**	**600.0**	Program lists GSF as 32,262		**231.0**	**14,788.3**	**2.1409**	**31,661.0**	**31,660.9**	**600.0**	**-**	**-**		**231.0**	**1**
t Holding Areas																-	-			
Open Cat Rooms	75.0	4.0	300.0	1.4375	431.0	431.3			75.0	4.0	300.0	1.4375	431.0	431.3		-	-	75.0	4.0	
Cat Cages	9.5	90.0	856.8	1.4375	1,232.0	1,231.7			9.5	90.0	856.8	1.4375	1,232.0	1,231.7		-	-	9.5	90.0	
Isolation Room	109.0	1.0	109.0	1.4375	157.0	156.7			109.0	1.0	109.0	1.4375	157.0	156.7		-	-	109.0	1.0	
Quarantine Room	130.0	1.0	130.0	1.4375	187.0	186.9			130.0	1.0	130.0	1.4375	187.0	186.9		-	-	130.0	1.0	
Subtotal - Cat Holding		**96.0**	**1,395.8**	**1.4375**	**2,007.0**	**2,006.5**				**96.0**	**1,395.8**	**1.4375**	**2,007.0**	**2,006.5**		**-**	**-**		**96.0**	
ublic Animal Receiving																-	-			
Animal Care Tech Supv	120.0	1.0	120.0	1.4950	179.0	179.4			120.0	1.0	120.0	1.4950	179.0	179.4		-	-	96.0	1.0	
ACT Work Area/Reception Counter	152.0	1.0	152.0	1.4950	227.0	227.2			152.0	1.0	152.0	1.4950	227.0	227.2		-	-	152.0	1.0	
Public Waiting	100.0	1.0	100.0	1.4950	150.0	149.5			100.0	1.0	100.0	1.4950	150.0	149.5		-	-	100.0	1.0	
Holding Rooms at Act Entry	234.0	1.0	234.0	1.4375	336.0	336.4			234.0	1.0	234.0	1.4375	336.0	336.4		-	-	234.0	1.0	
Subtotal - Animal Rec'g		**4.0**	**606.0**	**1.4719**	**892.0**	**892.5**		Program Lists GSF as 893		**4.0**	**606.0**	**1.4719**	**892.0**	**892.5**		**-**	**-**		**4.0**	
imal Support Spaces																-	-			
Small Animal Holding	420.0	1.0					420.0		420.0	1.0					420.0	-	-	420.0	1.0	
Aviary	150.0	1.0	150.0	1.4375	216.0	215.6			150.0	1.0	150.0	1.4375	216.0	215.6		-	-	150.0	1.0	
Holding Room at ACO Entry	234.0	1.0	234.0	1.4375	336.0	336.4			234.0	1.0	234.0	1.4375	336.0	336.4		-	-	234.0	1.0	
Exotic/Reptile Room	100.0	1.0	100.0	1.4375	144.0	143.8			100.0	1.0	100.0	1.4375	144.0	143.8		-	-	100.0	1.0	
Grooming Room	224.0	1.0	224.0	1.4375	322.0	322.0			224.0	1.0	224.0	1.4375	322.0	322.0		-	-	224.0	1.0	
Kitchen / Food Prep Area	352.0	1.0	352.0	1.4375	506.0	506.0			352.0	1.0	352.0	1.4375	506.0	506.0		-	-	352.0	1.0	
Food Storage	480.0	1.0	480.0	1.3225	635.0	634.8			480.0	1.0	480.0	1.3225	635.0	634.8		-	-	480.0	1.0	

North Central Program Summary

Area	PROGRAM DATA Area NSF	# of Areas	NSF	Factor	Indoor GSF Program	Indoor GSF Calc'd	Outdoor GSF	Comments	ORIGINAL TASK ORDER Area NSF	# of Areas	NSF	Factor	Indoor GSF Program	Indoor GSF Calc'd	Outdoor GSF	Bldg Delta from Program (GSF)	Outdoor Delta from Prog (GSF)	Area NSF	# of Areas
Lobby	200.0	1.0	200.0	1.4375	288.0	287.5			200.0	1.0	200.0	1.4375	288.0	287.5		-	-	200.0	1.0
Receptionist	120.0	1.0	120.0	1.4375	172.0	172.5			120.0	1.0	120.0	1.4375	172.0	172.5		-	-	120.0	1.0
Veterinarian's Office	140.0	1.0	140.0	1.4375	201.0	201.3			140.0	1.0	140.0	1.4375	201.0	201.3		-	-	120.0	1.0
Holding Room - Dogs	253.0	1.0	253.0	1.4375	364.0	363.7			253.0	1.0	253.0	1.4375	364.0	363.7		-	-	22.0	1.0
Holding Room - Cats	94.0	1.0	94.0	1.4375	135.0	135.1			94.0	1.0	94.0	1.4375	135.0	135.1		-	-	22.0	1.0
ExamRooms	70.0	2.0	140.0	1.4375	201.0	201.3			70.0	2.0	140.0	1.4375	201.0	201.3		-	-	70.0	2.0
PrepRoom	200.0	1.0	200.0	1.4375	288.0	287.5			200.0	1.0	200.0	1.4375	288.0	287.5		-	-	200.0	1.0
Surgical Room	221.0	1.0	221.0	1.4375	318.0	317.7			221.0	1.0	221.0	1.4375	318.0	317.7		-	-	221.0	1.0
Surgical Equipment Prep Room	156.0	1.0	156.0	1.4375	224.0	224.3			156.0	1.0	156.0	1.4375	224.0	224.3		-	-	156.0	1.0
Chart/Staff Area	117.0	1.0	117.0	1.3500	158.0	158.0			117.0	1.0	117.0	1.3500	158.0	158.0		-	-	117.0	1.0
Recovery Room - Dogs	234.0	1.0	234.0	1.4375	336.0	336.4			234.0	1.0	234.0	1.4375	336.0	336.4		-	-	234.0	1.0
Recovery Room - Cats	182.0	1.0	182.0	1.4375	262.0	261.6			182.0	1.0	182.0	1.4375	262.0	261.6		-	-	182.0	1.0
Medical Storage 48	48.0	1.0	48.0	1.4375	69.0	69.0			48.0	1.0	48.0	1.4375	69.0	69.0		-	-	-	1.0
Subtotal - Spay/Neuter		**14.0**	**2,105.0**	**1.4328**	**3,016.0**	**3,015.7**				**14.0**	**2,105.0**	**1.4328**	**3,016.0**	**3,015.7**		**-**	**-**		**14.0**
Euthanasia																-	-		
Euthanasia Room	120.0	1.0	120.0	1.4375	173.0	172.5			120.0	1.0	120.0	1.4375	173.0	172.5		-	-	120.0	1.0
Holding Room	195.0	1.0	195.0	1.4375	280.0	280.3			195.0	1.0	195.0	1.4375	280.0	280.3		-	-	195.0	1.0
Freezer Compartment	120.0	1.0	120.0	1.4375	173.0	172.5			120.0	1.0	120.0	1.4375	173.0	172.5		-	-	120.0	1.0
Subtotal - Clerical		**3.0**	**435.0**	**1.4375**	**626.0**	**625.3**		Program Lists GSF as 625		**3.0**	**435.0**	**1.4375**	**626.0**	**625.3**		**-**	**-**		**3.0**
Staff Support Spaces																-	-		
Office Service Center	105.0	1.0	105.0	1.4375	151.0	150.9		Program Lists 160, then changes to 105	105.0	1.0	105.0	1.4375	151.0	150.9		-	-	105.0	1.0
Staff Lounge	300.0	1.0	300.0	1.4375	431.0	431.3			300.0	1.0	300.0	1.4375	431.0	431.3		-	-	300.0	1.0
Exercise Room	576.0	1.0	576.0	1.4375	828.0	828.0		Program Lists 400, then changes to 576	-	1.0	-	1.4375	-	-		(828.0)	-	400.0	1.0
Men's Locker/Shower/Restrooms	553.0	1.0	553.0	1.4375	795.0	794.9			553.0	1.0	553.0	1.4375	795.0	794.9		-	-	553.0	1.0
Women's Locker/Shower/Restrooms	553.0	1.0	553.0	1.4375	795.0	794.9			553.0	1.0	553.0	1.4375	795.0	794.9		-	-	553.0	1.0
Men's Public Restrooms	134.0	2.0	268.0	1.4375	385.0	385.3			134.0	2.0	268.0	1.4375	385.0	385.3		-	-	-	2.0
Women's Public Restrooms	141.0	2.0	282.0	1.4375	406.0	405.4			141.0	2.0	282.0	1.4375	406.0	405.4		-	-	-	2.0
Maintenance	80.0	1.0	80.0	1.4375	115.0	115.0			80.0	1.0	80.0	1.4375	115.0	115.0		-	-	80.0	1.0
Communications & Telecommunications	100.0	1.0	100.0	1.4375	144.0	143.8			100.0	1.0	100.0	1.4375	144.0	143.8		-	-	100.0	1.0
General Storage Room	18.0	20.0	360.0	1.4375	518.0	517.5			18.0	20.0	360.0	1.4375	518.0	517.5		-	-	18.0	20.0
Subtotal - Staff Support		**31.0**	**3,177.0**	**1.4375**	**4,568.0**	**4,566.9**		Program Lists 4567		**31.0**	**2,601.0**	**1.4375**	**3,740.0**	**3,738.9**		**(828.0)**	**-**		**31.0**
Outdoor Support Areas																-	-		
Trap Storage	468.0	1.0	468.0	1.0000	468.0	468.0			468.0	1.0	468.0	1.0000	468.0	468.0		-	-	468.0	1.0
Animal Transfer Area	2,160.0	1.0					2,160.0		2,160.0	1.0					2,160.0	-	-	2,160.0	1.0
Vehicle-Equipment Wash	486.0	1.0	486.0	1.0000	486.0	486.0			486.0	1.0	486.0	1.0000	486.0	486.0		-	-	486.0	1.0
City-Owned Vehicle Carport	4,032.0	1.0	4,032.0	1.0000	4,032.0	4,032.0			4,032.0	1.0	4,032.0	1.0000	4,032.0	4,032.0		-	-	4,032.0	1.0
Equipment Lockers	108.0	1.0	108.0	1.0000	108.0	108.0			108.0	1.0	108.0	1.0000	108.0	108.0		-	-	108.0	1.0
Animal Training Area	8,000.0	1.0					8,000.0		-	1.0					-	-	(8,000.0)	-	1.0
Behavioral Assessment Room	216.0	1.0	216.0	1.1500	248.0	248.4		Program says not included, but is	-	1.0	-	1.1500	-	-		(248.0)	-	-	1.0
Wild/Exotic Animal Pens	360.0	1.0	360.0	1.0000	360.0	360.0			360.0	1.0	360.0	1.0000	360.0	360.0		-	-	360.0	1.0
Trash Enclosure	374.0	1.0					374.0		374.0	1.0					374.0	-	-	374.0	1.0
Loading Dock	144.0	2.0	288.0	1.0000	288.0	288.0			144.0	2.0	288.0	1.0000	288.0	288.0		-	-	144.0	2.0
Subtotal - Outdoor Support		**11.0**	**5,958.0**	**1.0054**	**5,990.0**	**5,990.4**	**10,534.0**	16524		**11.0**	**5,742.0**	**1.0000**	**5,742.0**	**5,742.0**	**2,534.0**	**(248.0)**	**(8,000.0)**		**11.0**
Parking Requirements																-	-		
Staff Parking	350.0	39.0					13,650.0		350.0	39.0					13,650.0	-	-	350.0	39.0
Public Parking	350.0	25.0					8,750.0		350.0	25.0					8,750.0	-	-	350.0	25.0
Subtotal - Volunteer Prog's		**64.0**					22,400.0			**64.0**					22,400.0	-	-		**64.0**
Total			**43,674.1**	**1.5855**	**69,246.0**	**69,240.7**	**33,954.0**	Program Lists 33,706 Off by 248 - Behav. Assess. Room?			**41,307.1**	**1.6065**	**66,358.0**	**66,353.1**	**25,954.0**	**(2,888.0)**	**(8,000.0)**		

BOARD OF PUBLIC WORKS
MEMBERS

VALERIE LYNNE SHAW
PRESIDENT
ELLEN STEIN
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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

RECEIVED
SEP 11 2002
Choy Associates

September 4, 2002

Mr. Barton Choy
Choy Associates
901 E. El Centro St.
South Pasadena, CA 91030

Dear Mr. Choy:

TASK ID NC001 – NORTH CENTRAL ANIMAL SERVICES CENTER RENOVATION AND EXPANSION (W.O. E170053A) - PAYMENT SCHEDULE AMENDMENT

On 5/15/02, Choy Associates was notified on the City initiated Scope of Work Revisions (dated 5/12/02 – See Attachment sent by Ted Allen) to the Project Task Order (signed 3/29/02).

The agreed Amendments to the Payment Schedule are based on Scope of Work Revisions (dated 5/12/02 – See Attachment sent by Ted Allen), Schematic Design review comments, and our 8/8/02 meeting and include all works performed as to the dated of this memo. Since it was agreed that there will no delay in the project delivery, the Approved Project Schedule remains the same.

The SECTION III – PAYMENT SCHEDULE is amended as follows:

The CITY agrees to pay the CONSULTANT a not to exceed sum of ***$1,254,500.00*** for the DESIGN SERVICES performed as follows:

1. For all the CONSULTANT's basic services, except the other services, a fee of ***$779,000.00*** 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 ***$9,800,000.00*** 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.

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste

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 ***$58,550.00*** (50% of the Schematic Design fee).

3. No Change

4. No Change

5. No Change

6. A fee of ***$196,000.00*** 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 ***$98,000.00*** 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 ***$98,000.00*** 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. No Change

10. No Change

11. No Change

12. No Change

13. No Change

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%	*$23,420.00*
Cultural Affairs – Conceptual Approval	4%	*$46,840.00*
CITY ENGINEER Approval	4%	*$46,840.00*
2. SCOPE OF SERVICES, Section I, Part B (Design Development Phase)		
Cultural of Affairs Approval – Final	5%	*$58,550.00*
CITY ENGINEER approval	10%	*$117,100.00*
3. SCOPE OF SERVICES, Section I, Part C (Construction Document Phase)		
50% Construction Documents (Approved by CITY ENGINEER)	15%	*$175,650.00*
100% Construction Documents (Approved by CITY ENGINEER)	20%	*$234,200.00*
Plan Check and Permit & Plan Correction Completion	10%	*$117,100.00*
4. SCOPE OF SERVICES, Section, Part E (Construction Administration Phase)		
Award of Contract Administration (Notice to Proceed issued to Contractor)	3%	*$35,130.00*
25% Completion of Construction	5%	*$58,550.00*
50% Completion of Construction	5%	*$58,550.00*
75% Completion of Construction	5%	*$58,550.00*
100% Completion of Construction	5%	*$58,550.00*
5. SCOPE OF SERVICES, Section I, Part F		
Completion of Record Drawings	5%	*$58,550.00*
6. SCOPE OF SERVICE		
Receipt of LEEDS Certificate	2%	*$23,420.00*
SUBTOTAL	100%	*$1,171,000.00*

Phase of Services	% of Sum	Design Fees
7. SCOPE OF SERVICES, Section I, Part A Study Massing Model	LS	$6,000.00 (No Change)
8. SCOPE OF SERVICES, Section I, Part B Photographs of Rendering, Color Photographs and colored floor plans, copies and frames.	LS	$7,500.00 (No Change)
9. SCOPE OF SERVICES, Section I, Part A, B, & C Cost Estimates	(Not to Exceed)	$30,000.00 (No Change)
10. SCOPE OF SERVICES Reimbursable Direct Printing Costs and Other Reimbursable Costs.	(Not to Exceed)	$40,000.00 (No Change)
SUBTOTAL		**$83,500.00 (No Change)**
GRAND TOTAL		***$1,254,500.00***

Upon receipt, if you have any questions, comments, or corrections, please contact Jin Kim at (213) 580-6864 or contact via e-mail at jkim@eng.lacity.org . Otherwise, please send a letter of concurrence.

Sincerely,

Jin Kim, Project Manager
Animal Facilities Bond Program
Bureau of Engineering

Enclosure – Scope of Work Revisions (dated 5/12/02 by Ted Allen)

cc: Linda Gordon, DAS
Kiran Vohra, Program Manager
Cathie Santo Domingo, Project Manager
Bertha Jackson
File

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

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, 2001for 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:

ARTICLE 1	No Change
ARTICLE 2	No Change
ARTICLE 3	No Change
ARTICLE 4	No Change
ARTICLE 5	No Change
ARTICLE 6	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"

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 hereto have executed this AMENDMENT NO. 1 on the date written below:

CONSULTANT:

By: _____ 7/20/2006
Date

APPROVED AS TO FORM:
Rockard J. Delgadillo, Attorney

By: _____ 4-17-07
Date

CITY

By: _____ 4-18-07
Date
President, Board of Public Works

Attest: Frank T. Martinez, City Clerk

By _____
Deputy 4/18/07

C-102336-1

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 01-31-2011

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: DAVID P. CHANQUIN PHONE: 213 978-0260

CONTRACT NO.: C-102336 -2 COUNCIL FILE NO.: 10-1759

ADOPTED BY COUNCIL: 12-07-2010
DATE

APPROVED BY BPW: 08-23-2010
DATE

- ☐ NEW CONTRACT
- ☑ AMENDMENT NO. 2
- ☐ ADDENDUM NO. ___
- ☐ SUPPLEMENTAL NO. ___
- ☐ CHANGE ORDER NO. ___

CONTRACTOR NAME: CHOY ASSOCIATES, INC.

TERM OF CONTRACT: 09-01-2010 THROUGH: 8-31-2015

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

TO EXTEND BY FIVE (5) YEARS THE CONTRACT WITH CHOY ASSOCIATES, INC. FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE ANIMAL FACILITIES BOND PROGRAM PHASE II AT THE NORTH CENTRAL ANIMAL CARE FACILITY

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

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: Chairman / CFO
Date: 01/10/2011

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works
Date: 1/27/11

By:
Date:

ATTEST:
JUNE LAGMAY, City Clerk

By:
Date: 2-1-11

C-102336-2

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By:
Title: Assistant City Attorney
Date: 1-25-11

Department of Public Works

Bureau of Engineering
Report No. 1

January 25, 2012
CD No. 1

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

175510 JAN 25 2012

Executive Officer

REQUEST FOR AUTHORITY TO SOLE SOURCE THE TASK ORDER NO. 2 TO CHOY ASSOCIATES, ARCHITECTS, CONTRACT NO. C-102336, FROM THE PRE-QUALIFIED ON-CALL CONSULTANTS LIST TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR NORTH CENTRAL ANIMAL SERVICES CENTER - WORK ORDER NO. E170049

RECOMMENDATION

Authorize the City Engineer to issue a Sole Source Task Order No. 2 to Choy Associates, Architects, Contract No. C-102336, from the Pre-Qualified On-Call (PQOC) Architectural/Engineering Consultants List to provide Architectural/Engineering services for the North Central Animal Services Center Phase II, with a budget authority of $511,175, which includes contingency.

TRANSMITTALS

1. Copy of the Bureaus of Engineering (BOE) and Contract Administration Joint Report No.1, adopted on August 23, 2010, amending the Consultant Contract to increase the total contract term from 10 years to 15 years.

2. Copy of the proposed Project Task Order (PTO) No. 2 entitled "Animal Facilities Bond Program - North Central Animal Services Center, Phase II."

Discussion

Background

On March 28, 2002, a PTO was issued to Choy Associates, Inc., to design the North Central Animal Services Center project, including the renovation of the existing facility. However, beginning in 2003, there was an unprecedented increase in construction cost which necessitated reducing the scope of the project by splitting the project into two phases. Upon completion of the required Bond deliverables, the Program has experienced savings. On July 28, 2011, the Administrative Oversight Committee (AOC) approved Phase II of the Animal Facilities Bond Projects which includes the North Central Animal Services Center Phase II. Because Phase II of the North Central Animal Services Center was previously worked on by Choy Associate, the Board adopted a Joint Report No. 1 in August 23, 2010 (Transmittal No. 1), amending the Consultant Contract to increase the total contract term from 10 years to 15 years, to August 15, 2015, to allow the Consultant to complete the Design and Construction of this project.

The scope of Phase II for this project is to update and revise the Architectural/ Engineering plans developed in 2004, implement all new changes requested by the Animal Services Department, secure building permits and administer the construction of the project during construction for a not-to-exceed fee of $444,500. BOE requests an additional 15 percent contingency for a total budget authority of $511,175.

The fee was negotiated with Choy Associates. This fee of $444,500 includes a $40,000 line for reimbursable expenses. It is anticipated that the design and construction duration of this project will be 139 weeks from the execution date of PTO No. 2 (Transmittal No. 2).

TOS Description

The Consultant will provide the design and construction administration for the Renovation/Expansion of the North Central Animal Services Center Phase II, which includes the design and coordination of architectural, civil, landscape, structural, mechanical, electrical, plumbing, and security system drawings. Also the Consultant fees will include cost estimating at each design phase, building commissioning, and Leadership in Energy and Environmental Design (LEED) documentation/certification process for the facility as required by City of Los Angeles recent Ordinances and Building Codes.

Summary of Selection and Negotiations

Documentation supporting the record of the negotiations has been included in the project file.

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

This Task is subject to the MBE/WBE/OBE Subcontractor Outreach Program requirements. The City has set anticipated participation levels of 12 percent and 2 percent for MBE/WBE participation, respectively. The Consultant pledged 18 percent and 4 percent MBE/WBE respectively under Task Order No.1. It is anticipated that the Consultant will meet or exceed BOE goals for MBE/WBE/OBE Subcontractor Outreach Program requirements for this PTO No. 2.

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
APA = Asian Pacific American	SAA = Subcontinent Asian American
NA = Native American	C = Caucasian
M = Male	F = Female

Subconsultants	Gender/ Ethnicity	MBE/ WBE/ OBE	(%) of Total Invoiced to Date	Amount($) Invoiced to Date
Construction Specification Services (c2S)	M/APA	MBE	0.63%	$ 8,209
Kanda and Tso Associates	M/APA	MBE	5.82%	$ 75,822
Gotama Building Engineers, Inc.	F/APA	MBE	14.33%	$ 186,669
ASHBA Engineering 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			14.49%	$ 187,347
Subtotal Subconsultant Participation			**39.97%**	**$ 519,103**
Prime Participation			60.03%	$ 783,158
Initial Base Task			**100.00%**	**$1,302,261**

The Consultant is pledging a MBE participation level of 18.4 percent and a WBE participation level of 14.83 percent on this particular Task Order Solicitation. The following MBE, WBE, and OBE firms are proposed to be utilized by the Consultant:

Subconsultants	Gender/ Ethnicity	MBE/ WBE/ OBE	(%) of Base Task	Task ($) Amount
Construction Specification Services (c2S)	M/APA	MBE	1.73%	$ 7,000
Kanda and Tso Associates	M/APA	MBE	7.91%	$ 32,000
JMD Engineering.	N/A	MBE	5.93%	$ 24,000
Cornerstone Studios, Inc.	F/APA	MBE	2.90%	$ 11,725
ASHBA Engineering Limited	F/C	WBE	6.18%	$ 25,000
Tracy A. Stone, Architect	N/A	WBE	8.65%	$ 35,000
CTG Energetics	N/A	OBE	6.67%	$ 27,000
Gillette Associates	N/A	OBE	1.85%	$ 7,500
Kevin A. Smola	N/A	OBE	7.56%	$ 30,600
Total MBE Participation			18.47%	$ 74,725
Total WBE Participation			14.83%	$ 60,000
Total OBE Participation			16.09%	$ 65,100
Subtotal Subconsultant Participation			**49.40%**	**$199,825**
Prime Participation			50.60%	$204,675
Reimbursable Costs				$ 40,000
Initial Base Task			**100.00%**	**$444,500**

Contractor Performance Evaluation

In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research & Investigation Section upon termination of the Contract.

STATUS OF FUNDING

The funding is available in the Proposition F Animal Bonds, Fund No.15S, Department No. 50, Account No. 50V40M, and the negotiated amount, plus contingency are not-to-exceed $511,175.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(ATK RMK DJW)

Report reviewed by:

BOE (ASD)

Report prepared by:

Bond Programs Division

Allan T. Kawaguchi, P.E.
Program Manager
Phone No. (213) 485-4687

Respectfully submitted,

Gary Lee Moore

Gary Lee Moore, P.E.
City Engineer

Statement as to Funds approved by:

for Victoria A. Santiago, Director
Office of Accounting
Date: 1/17/12

ATK/10-2011-0207.BPD.klc

Questions regarding this
report may be referred to:
Allan T. Kawaguchi, P.E., Program Manager
Phone No. (213) 485-4687
E-mail: Allan.Kawaguchi@lacity.org

Department of Public Works

Bureau of Engineering
Report No. 1

176041

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

NOV - 4 2013

Executive Officer

November 4, 2013
CD No. 1

REQUEST FOR AUTHORITY TO REVISE THE TASK FOR SOLICITATION NO. 2 TO CHOY ASSOCIATES, ARCHITECTS, CONTRACT NO. C-102336, FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE NORTH CENTRAL ANIMAL SERVICES CENTER (NCASC) PHASE II - WORK ORDER NO. E170049

RECOMMENDATION

Authorize the City Engineer to issue a revision of the Task for Solicitation No. 2 to Choy Associates, Architects, increasing the budget authority from $511,175 to $712,782 for Architectural/Engineering Services for the NCASC.

TRANSMITTALS

1. Copy of Bureau of Engineering (BOE) Report No. 1, adopted on January 25, 2012, authorizing the budget authority of $511,175 of the Task for Solicitation No. 2 to Choy Associates, Architects.

2. Copy of letter from Department of Animal Services (DAS), dated February 11, 2013.

3. Copy of Administrative Oversight Committee (AOC) Report.

DISCUSSION

Background

On January 25, 2012, the Board of Public Works adopted Board Report No. 1 (Transmittal No. 1) authorizing Task Order No. 2 to Choy Associates, Architects for Architectural/Engineering services for the NCASC Phase II project with a budget of $511,175, which includes a 15 percent contingency. Task Order No. 2 was to revise plans developed in 2004 and to meet current Building and Safety codes. The City chose not-to-proceed in 2004 due to the rising cost of construction. Between July 2012 and February 2013, BOE, DAS and the City Administrative Office met various times to develop a revised scope for the NCASC to address current operational needs, and the scope for other Phase II projects that were authorized by the AOC on July 28, 2011 and subsequently approved by City Council on September 27, 2011. The discussion led to

an agreement that the scope of work for all Phase II projects would be modified so that the approved scope of work would meet current operational needs.

On February 11, 2013, DAS provided a letter (Transmittal No. 2) to BOE's Bond Programs Division requesting modification of the scope of work for all Phase II projects. The proposed modification included design of construction trailers, additional construction administration support and a redesign of the following components of the NCASC Phase II project: medical area, food storage, locker rooms, fountains, skylights along the hallway, laundry room, restrooms, reception area, cat cage rooms, grooming room, barn, and community room. The new scope and budget were approved by the AOC on September 26, 2013 (Transmittal No. 3). The redesign, construction trailer design, and additional construction administration support fees were negotiated with Choy Associates' Architects and the fee amount increased from $504,500 to $619,810. This fee of $619,810 includes a $20,000 line item for reimbursable expenses. In addition to the fee of $619,810, BOE requests an additional 15 percent contingency for a total budget authority of $712,782.

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

The revised Task will be subject to the MBE/WBE/OBE Subcontractor Outreach Program requirements. The City has set anticipated participation levels of 17.83 percent and 16.03 percent for MBE/WBE participation, respectively.

Based on the latest invoice dated March 5, 2013, Choy Associates' Architects has achieved participation levels of 20.75 percent MBE and 13.77 WBE. For the revised Task, the Consultant is pledging an MBE participation level of 16.38 percent and a WBE participation level of 15.68 percent.

For the revised Task, the following MBE, WBE, and OBE firms are proposed to be utilized by the Consultant:

Gender/Ethnicity Codes:

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

Subconsultants	Gender/ Ethnicity	MBE/ WBE/ OBE	(%) of Revised Task	Revised Task Amount
Construction Specification Services	M/APA	MBE	1.31%	$ 7,840
Kanda and Tso Associates	M/APA	MBE	6.67%	$ 40,020
JMD Engineering	N/A	MBE	5.71%	$ 34,235
Cornerstone Studios, Inc.	F/APA	MBE	2.69%	$ 16,155
ASHBA Engineering Limited	F/C	WBE	7.49%	$ 44,908
Tracy A. Stone, Architect	N/A	WBE	8.19%	$ 49,148
CTG Energetics	N/A	OBE	4.50%	$ 27,000
Gillette Associates	N/A	OBE	1.38%	$ 8,250
Kevin A. Smola	N/A	OBE	7.70%	$ 46,215
Total MBE Participation			16.38%	$ 98,250
Total WBE Participation			15.68%	$ 94,056
Total OBE Participation			13.58%	$ 81,465
Subtotal Subconsultant Participation			**45.64%**	**$273,771**
Prime Participation			54.36%	$326,039
Reimbursable Costs				$ 20,000
Revised Base Task			**100.00%**	**$619,810**
Contingency			15.00%	$ 92,972
Total Revised Task Budget Authority				**$712,782**

Contractor Performance Evaluation

In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research & Investigation Section upon termination of the Contract.

STATUS OF FUNDING

The additional $201,607 in funding is available in the Proposition F Animal Bond, Fund No. 15S, Department No. 50, Appropriation Unit No.50V40M, and not-to-exceed $712,782, including contingency for at total amount.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(ATK RMK DJW)

Report reviewed by:

BOE (ADM)

Report prepared by:

Bond Programs Division

Allan T. Kawaguchi, P.E.
Program Manager
Phone No. (213) 485-4687

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
Date: 10/25/2013

ATK/AE/05-2013-0098.BPD.gva

Questions regarding this
report may be referred to:
Alan Espiritu, Civil Engineer Assoc II
Phone No. (213)
847-1696
E-mail: Alan.Espiritu@lacity.org

Respectfully submitted,

Gary Lee Moore, P.E.
City Engineer

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: May 27, 2016

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: Alan Espiritu
Bureau of Engineering
PHONE: (213) 847-1696

CONTRACT NO.: C-102336

COUNCIL FILE NO.: 10-1759

ADOPTED BY COUNCIL: April 22, 2016
DATE

APPROVED BY BPW: August 31, 2015
DATE

NEW CONTRACT ___
AMENDMENT NO. 3
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___

CONTRACTOR NAME: CHOY ASSOCIATES, INC.

TERM OF CONTRACT: 4 years

THROUGH: August 31, 2019

TOTAL AMOUNT: $2,164,282.00

PURPOSE OF CONTRACT: For Architectural and Engineering Consultant Services for the Proposition "F" Animal Facilities Bond Program Projects

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

AMENDMENT NO. 3

to

Contract No. C-102336

Between

CITY OF LOS ANGELES

and

CHOY ASSOCIATES, INC

for the

2000 ANIMAL BOND PROGRAM

AMENDMENT NO. 3 TO CONTRACT NO. C-102336, FOR DESIGN SERVICES BETWEEN THE CITY OF LOS ANGELES AND CHOY ASSOCIATES, INC.

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

WITNESSETH

WHEREAS, CITY 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 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 CITY and CONSULTANT have agreed to extend the term of the Contract by 4 additional years through August 31, 2019; and

WHEREAS, the BUREAU has determined that the current authority amount of $1,992,369 is insufficient to complete the Phase II services and is hereby increased to $2,164,282; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; 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 Amendment No. 3, Contract No. C-102336 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**

Article 6 is hereby amended to designate Program Manager as follows:

From: "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."

To: "The CITY Engineer designates Allan Kawaguchi 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."

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, 2015 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, 2019 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT."

ARTICLE 8 **TERMINATION**

No Change

ARTICLE 9 **SUBCONTRACT APPROVAL**

No Change

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 AND INTELLECTUAL PROPERTY**

No Change

ARTICLE 16 **NONDISCRIMINATION**

No Change

ARTICLE 17 **MINORITY, WOMEN AND OTHER BUSSINESS 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 contact person and address as follows:

From: "To The CITY:

Contact Person: Kiran Vohra

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

To: "To The City:

Contact Person: Allan Kawaguchi
Address: Bureau of Engineering/Public Safety Bonds
1149 S. Broadway, Ste. 820
Los Angeles, CA 90015"

From: "To The CONSULTANT:

Contact Person: Barton Choy, AIA Principal
Address: Choy Associates Inc.
901 El Centro Street
South Pasadena, CA 90030-3115"

To: "To The CONSULTANT:

Contact Person: Pedro Cordova, AIA, President
Address: Choy Associates Inc.
P.O. Box 2778
Redondo Beach, CA 90278"

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 BUISNESS TAX REGISTRATION**

CERTIFICATE REQUIRED

No Change

ARTICLE 26 **BONDS**

No Change

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**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, CONSULTANT certifies and represents that CONSULTANT will comply with the EBO.

2. The failure of CONSULTANT to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

3. If CONSULTANT fails to comply with the EBO, the CITY may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against CONSULTANT in actions taken pursuant to the provisions of Los

Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

5. If the CITY'S Designated Administrative Agency determines that a CONSULTANT has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONSULTANT shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Consultant will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2632."

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

ARTICLE 40 **AFFIRMATIVE ACTION**

No Change

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONSULTANT shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

2. CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONSULTANT has violated provisions of the FSHO.

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

ARTICLE 45 **BIDDER ETHICS**

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall submit with its proposal a Bidder Certification CEC Form 50 (**Exhibit J**), proscribed by the City Ethics Commission, in which the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

As amended, this Contract is also subject to Charter Section 470(c)(12) and related ordinances and as a result, the CONSULTANT was required to submit Bidder Contributions CEC Form 55 (**Exhibit J**) within ten business days of discussing the amendment. Consequently, CONSULTANT may not make campaign contributions to and or engage in fundraising for certain

elected City officials or candidates for elected City office from the date the amendment is first discussed until 12 months after the amendment is signed. The CONSULTANT'S principals and subconsultants performing $100,000 or more in work on the contract, as well as the principals of those subconsultants, are also subject to the same limitations on campaign contributions and fundraising.

CONSULTANT must also notify their principals and subconsultants in writing of the restrictions and include the notice in contracts with subconsultants. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on November 15, 2001, including Amendment No. 1 that was signed by the City on April 18, 2007 and Amendment No. 2 that was signed by the City on February 1, 2011, remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day and year written below.

CHOY ASSOCIATES, INC.

By:

Title: PRESIDENT
Date: 19 MAY 2016

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works
Date: MAY 27 2016

By:

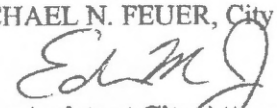
Date:

ATTEST:
HOLLY WOLCOTT, City Clerk

By:
Date: 6-1-16

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
Title: **Assistant City Attorney**
Date: 5/25/16

For BPW Meeting of May 27, 2016

HOLLY L. WOLCOTT
CITY CLERK

SHANNON D. HOPPES
EXECUTIVE OFFICER

When making inquiries relative to this matter, please refer to the Council File No.: 10-1759

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

OFFICE OF THE
CITY CLERK

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

BRIAN E. WALTERS
ACTING DIVISION CHIEF

CLERK.LACITY.ORG

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

April 25, 2016

Council File No.: 10-1759

Council Meeting Date: April 22, 2016

Agenda Item No.: 13

Agenda Description: COMMUNICATION FROM THE CITY ADMINISTRATIVE OFFICER relative to proposed Amendment No. 3 to Contract No. C-102336 with Choy Associates, Inc. for architectural services at the North Central Animal Shelter.

Council Action: PERSONNEL AND ANIMAL WELFARE COMMITTEE REPORT - ADOPTED FORTHWITH

Council Vote:

YES	BOB BLUMENFIELD
YES	MIKE BONIN
ABSENT	JOE BUSCAINO
ABSENT	GILBERT A. CEDILLO
ABSENT	MITCHELL ENGLANDER
YES	FELIPE FUENTES
YES	MARQUEECE HARRIS-DAWSON
YES	JOSE HUIZAR
YES	PAUL KORETZ
YES	PAUL KREKORIAN
YES	NURY MARTINEZ
YES	MITCH O'FARRELL
YES	CURREN D. PRICE
YES	DAVID RYU
YES	HERB WESSON

HOLLY L. WOLCOTT
CITY CLERK

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

File No. 10-1759

PERSONNEL AND ANIMAL WELFARE COMMITTEE REPORT relative to proposed Amendment No. 3 to Contract No. C-102336 with Choy Associates, Inc. (Choy Associates) for architectural services at the North Central Animal Shelter.

Recommendation for Council action:

APPROVE and AUTHORIZE the President, Board of Public Works, to execute Amendment No. 3 to Contract No. C-102336 with Choy Associates, the architectural/engineering consultant for the North Central Animal Shelter Project, to extend the contract term by four years through August 31, 2019, and by $664,282 for a total amount of $2,164,282, subject to the approval of the City Attorney.

Fiscal Impact Statement: The City Administrative Officer (CAO) reports that Amendment No. 3 to Contract No. C-102336 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.

Community Impact Statement: None submitted.

TIME LIMIT FILE - MAY 10, 2016

(LAST DAY FOR COUNCIL ACTION - MAY 10, 2016)

Summary:

On April 20, 2016, your Committee considered a March 7, 2016 CAO report relative to proposed Amendment No. 3 to Contract No. C-102336 with Choy Associates architectural services at the North Central Animal Shelter. Amendment No. 3 would extend the contract term by four years through August 31, 2019, and by $664,282 for a total amount of $2,164,282. According to the CAO, on November 7, 2000, the voters approved Proposition F, authorizing 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 all eight original projects. The Mayor and Council have authorized a Phase II Program in the amount of $16.95 million using program savings and interest. The largest project of the Phase II Program is the renovation of the North Central Shelter which is expected to cost up to $15 million. 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 15, 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 (Council File No. 07-0362).

Subsequently, on December 7, 2010, Council approved Amendment No. 2 with Choy Associates authorizing an additional five-year time of performance extension through August 31, 2015. To date, Choy Associates has been paid $1,733,333 and the Bureau of Engineering expects to pay the balance of $433,949 during the extension period. Choy Associates was selected to provide architectural services for the North Central Animal Shelter project, one of eight 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 Shelter, essentially scaling back the project scope. Due to improved construction conditions, Council restored the scope of this project in September, 2011, in addition to authorizing improvements at other shelters (Council File No. 10-1759-S1).

After consideration and having provided an opportunity for public comment, the Committee moved to recommend approval of Amendment No. 3 to Contract No. C-102336. This matter is now referred to Council for its consideration.

Respectfully Submitted,

PERSONNEL AND ANIMAL WELFARE COMMITTEE

MEMBER	VOTE
KORETZ:	YES
RYU:	YES
HARRIS - DAWSON:	YES

ARL
4/20/16

-NOT OFFICIAL UNTIL COUNCIL ACTS-

0150-09465-0001

TRANSMITTAL

TO	DATE	COUNCIL FILE NO
The Council	3/11/16	
FROM: The Mayor		COUNCIL DISTRICT

The proposed Amendment No. 3 to Contract No. C-102336 with Choy Associates, Inc., for architectural services at the North Central Animal Shelter is transmitted for your consideration. See City Administrative Officer report attached.

(Ana Guerrero)

Eric Garcetti
MAYOR

CAO 649-0

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

To: The Mayor	Date: 03-07-16	C.D. No. 1	CAO File No.: 0150-09465-0001
Contracting Department/Bureau: Department of Public Works, Bureau of Engineering		Contact: Allan Kawaguchi	

Reference: Action by the Board of Public Works on August 31, 2015

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, 2019 (four-year extension)

Contract/Amendment Amount: [Click here and type amount]

Proposed amount \$ 664,282 + Prior award(s) \$ 1,500,000 = Total \$ 2,164,282

Source of funds: Proposition F General Obligation Bonds

Name of Contractor: Choy Associates

Address: 901 El Centro Street, South Pasadena, CA 91030

	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: %	*N/A = not applicable ** Contracts over \$100,000						

COMMENTS

On November 7, 2000, the voters of the City approved Proposition F, authorizing 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 all eight original projects. The Mayor and Council have authorized a Phase II Program in the amount of \$16.95 million using program savings and interest. The largest project of the Phase II Program is the renovation of the North Central Shelter which is expected to cost up to \$15 million.

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 15, 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). In

MAS:RAS	Analyst	05160083	Assistant CAO	City Administrative Officer

CAO 661 Rev. 5/2007

December 2010, the Council approved Amendment No. 2 with Choy Associates authorizing an additional five-year time of performance extension through August 31, 2015. To date, Choy Associates has been paid $1,733,333 and BOE expects to pay the balance of $433,949 during the extension period.

Choy Associates was selected to provide architectural services for the North Central Animal Shelter project, one of eight 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 Shelter, essentially scaling back the project scope. Due to improved construction conditions, the Mayor and Council restored the scope of this project in September, 2011, in addition to authorizing improvements at other shelters (C.F. 10-1759-S1).

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. 3 between the City and Choy Associates, the architectural/engineering consultant for the North Central Animal Shelter project, to extend the contract term by four years, through August 31, 2019 and by up to $664,282 for a total amount of $2,164,282, 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.

Department of Public Works

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

August 31, 2015
CD No. All

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
AUG 31 2015

Executive Officer
Board of Public Works

REQUEST FOR AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO CONTRACT NO. C-102336 WITH CHOY ASSOCIATES, INC. FOR ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES FOR THE PROPOSITION F ANIMAL FACILITIES BOND PROGRAM PROJECTS

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council requesting the following:

   a. Approve Amendment No. 3 to the contract between the City of Los Angeles (City) and Choy Associates, Inc. to extend the contract term from August 31, 2015 to August 31, 2019, and a budget authority amount of $2,164,282.

   b. Authorize the President or two members of the Board of Public Works (Board) to execute Amendment No. 3.

2. Notify the Bureau of Engineering (BOE), Bond Programs Division, Program Manager, Allan T. Kawaguchi, (213) 485-4687, when this Amendment is ready to be executed by the Board, whereupon five original copies of Amendment No. 3 will be delivered to the Executive Officer of the Board for signature.

3. Upon execution, request the City Clerk to attest and certify the five original copies of Amendment No. 3. The City Clerk and the Board will each retain one original copy and three original copies are to be returned to the BOE, Program Manager, Allan T. Kawaguchi.

TRANSMITTALS

1. Copy of executed Contract No. C-102336 with Choy Associates, Inc. for architectural and engineering consultant services dated November 15, 2001.

2. Copy of Project Task Order (PTO), dated March 28, 2002.

3. Copy of PTO Amended, dated September 4, 2002.

4. Copy of Amendment No. 1, executed on April 18, 2007.

5. Copy of Amendment No. 2, executed on February 1, 2011.

6. Copy of Bureau of Engineering Report No.1, adopted on January 25, 2012, issuing sole source Task Order No. 2 to Choy Associates, Inc.

7. Copy of BOE Report No. 1, adopted on November 4, 2013, revising Task Order No. 2 increasing the budget authority.

8. Copy of Proposed Contract Amendment No. 3.

FISCAL IMPACT STATEMENT

There is no direct impact on the General Fund. Funding for this Amendment is provided from the proceeds of the sale of Proposition F - Public Safety General Obligation Bonds authorized in the November 7, 2000 election.

DISCUSSION

Background

On November 7, 2000, the voters of the City of Los Angeles approved the Proposition F-Public Safety General Obligation Bond 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 Board, 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 Bond Program. On September 12, 2001, the Board adopted a report recommending execution of the Standard Consultant Agreement for Architectural/Engineering Design Services between the City of Los Angeles and the architectural firms. One of the architectural firms was Choy Associates, Inc. On November 15, 2001, Contract No. C-102336 was executed to Choy Associates, Inc. for a term of five years to provide architectural and engineering services for the North Central Animal Care Center project (Transmittal No. 1). On March 28, 2002, a PTO defining the scope of work for the North Central Animal Care Center project was issued to Choy Associates, Inc. for an amount of $1,167,100 (Transmittal No. 2). However, this PTO was later amended on September 4, 2002 due to the revisions of the scope of work, adding an additional Architectural/Engineering Design Services amount of $87,400 to the PTO, increasing the PTO amount from $1,167,100 to $1,254,500 (Transmittal No. 3).

Beginning in 2003, there was an unprecedented increase in construction costs which necessitated a reduction in the scope of work for the project assigned to Choy Associates, Inc., splitting the project into two phases. For Phase I, the City requested Choy Associates, Inc. to remove the renovation of the existing building from the bid documents, and provide the minimal requirement under the Bond, which was to provide additional kennels for the North Central Animal Care Center. The Phase II portion was to renovate the existing building based on the remaining funds once all the projects in the Bond Program had been awarded by the Board. On April 18, 2007, the City executed Amendment No. 1 extending Choy Associates Inc.'s contract to August 31, 2010, in order to provide continued architectural and engineering services for the North Central Animal Care Center, since some of the projects in the Bond Program had not been awarded by the Board (Transmittal No. 4).

On April 23, 2010, the final project for the Bond Program, the South Los Angeles Animal Care Center, was awarded by the Board, which enabled Phase II to start for the North Central Animal Care Center. At that time, Choy Associates, Inc. had approximately 4 months left on their contract and could not provide architectural and engineering services for Phase II work for the North Central Animal Care Center within their contract end date of August 31, 2010. On August 23, 2010 the Board adopted a report recommending approving amending Contract No. C-102336 to August 31, 2015.

On February 1, 2011, Amendment No. 2 was executed extending Choy Associates, Inc.'s contract to August 31, 2015, in order to provide for the completion of the architectural and engineering services for Phase II of the North Central Animal Care Center, based on the available Bond funds (Transmittal No. 5). Regulatory code changes required an update of the 2003 design and incorporated design changes arising out of lessons learned from operating newly constructed facilities by the Department of Animal Services (DAS).

In 2011, the BOE negotiated the design cost for Phase II of the North Central Animal Care Center with Choy Associates, Inc. for the amount of $511,175, and on January 25, 2012, the Board adopted a Sole Source Task Order No. 2 to Choy Associates, Inc. to provide architectural/engineering services for the North Central Animal Care Center Phase II (Transmittal No. 6). On January 26, 2012, a Notice to Proceed was issued to Choy Associates, Inc. to start design on Phase II of the North Central Animal Care Center. Choy Associates, Inc. proceeded with updating the 2003 design and worked with the DAS in order to incorporate their comments into the design. In 2012 the DAS requested design modifications which were approved by the Administrative Oversight Committee (AOC). On February 11, 2013, the DAS issued an additional letter to the BOE Bond Program, requesting a modification to the scope of work for the North Central Animal Care Center. On April 10, 2013, the DAS approved a list of modifications and construction cost estimates developed by the BOE, based on meetings with the DAS. On November 4, 2013, the Board revised the sole source Task Order No. 2 to Choy Associates, Inc. increasing their budget by $201,607 for the added scope, bringing the total task order amount for the North Central to $712,782 (Transmittal No. 7).

In the beginning of 2014, the AOC who oversees the Proposition F- Public Safety General Obligation Bond was concerned about ground settlement that had been occurring in the shelter due to pipes breaking throughout the years. The AOC requested that the BOE investigate the settlement and provide any mitigation to prevent future settlement and repair damage from prior settlement. On February 18, 2014, and February 28, 2014, a survey of the kennel area and building perimeter was performed at the request of the Geotechnical Engineer to determine the extent of the settlement. The Geotechnical Engineer recommended ground improvements to the existing building and mud jacking at the outdoor kennel area.

On February 10, 2015, seven bids were received for the North Central Animal Shelter Phase II project. The bids were reviewed by the Bureau of Contract Administration's (BCA) Office of Contract Compliance and all bids received were determined to be non-responsive. Two of the bidders did not comply with the 25 percent Mandatory Subcontracting Minimum requirement and the remaining bidders failed to meet the Business Inclusion Program Outreach requirements. For these reasons, on April 13, 2015, the Board rejected all bids for the North Central Phase II project.

Due to the modifications request by DAS, the settlement investigation requested by AOC and the bidders not complying with the bid document requirements resulted in delaying the project. It is anticipated that the project would be rebid in August 2015, with 6 months duration for the bid process, extending the end date to December 2015. Due to this delay, it is anticipated the start of the construction of the animal shelter would occur in January 2016. This proposed Amendment No. 3 extends the existing contract term for Choy Associates through August 31, 2019, and a budget authority amount of $2,164,282 (Transmittal No. 8). This budget authority amount of $2,164,282 was calculated based on the PTO for Phase I in the amount of $1,254,500 (not the contract ceiling amount) and the revised PTO for Phase II in the amount of $712,782 with an approximate 10 percent contingency in the amount of $197,000. This budget authority amount is below the contract ceiling amount of $2,212,782, which is based on Phase I contract ceiling amount of $1,500,000 and Phase II contract ceiling amount of $712,782. Due to the nature of work being requested, which is to update the existing plans and specification to current codes and a few modifications being requested by DAS, the authority amount will be below the current ceiling amount of $2,212,782. Choy Associates Inc. is a responsive and responsible consulting firm. It has been providing valuable architectural and engineering services to the project, and the firm and its subconsultants have responded in a timely and professional manner to all requests of the Project Management Team. The recommended extension would insure continuation of the consulting firm's valuable services until the completion of the project.

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 with anticipated MBE and WBE participation levels of 18 percent and 4 percent, respectively. Choy Associates, Inc., at the time of award for Task Work Order No. 1, pledged 18 percent MBE and 4 percent WBE participation levels. Based on the Subconsultant Utilization for invoices paid through August 14, 2015, the achieved participation levels for Choy Associates, Inc. are 15.93 percent MBE, 8.90 percent WBE, and 16.19 percent OBE. Amendment No. 3 will result in pledged participation levels of 15.17 percent MBE, 9.88 percent WBE, and 15.98 percent OBE.

The overall achieved participation as of August 14, 2015 for Task Work Orders awarded under this contract is as follows:

Gender/Ethnicity Codes:

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

Table I

Subconsultants	Gender/ Ethnicity	MBE/ WBE/ OBE	(%) of Total Invoiced	Amount Invoiced To Date
Ashba Engineers Limited	F/C	WBE	4.41%	$ 76,432.07
Cornerstone Studios	F/APA	WBE	1.78%	$ 30,852.16
Cornerstone Studios	F/APA	MBE	0.74%	$ 12,748.00
Construction Specifications Services	M/AA	MBE	0.79%	$ 13,708.87
CTG Energetics, Inc.		OBE	3.01%	$ 52,185.94
Gillette Associates		OBE	1.52%	$ 26,260.00
Gotama Building Engineers, Inc.	F/APA	MBE	10.77%	$ 186,669.25
JMD Engineering, Inc.	M/HA	MBE	1.73%	$ 29,916.00
Kanda & Tso Associates*1		OBE	4.37%	$ 75,822.34
Kanda & Tso Associates*1	M/APA	MBE	1.91%	$ 33,090.00
Kevin A. Smola		OBE	2.10%	$ 36,471.00
Shimahara Illustrations		OBE	0.43%	$ 7,500.00
Tracy A. Stone Architect*2		OBE	4.76%	$ 82,470.00
Tracy A. Stone Architect*2	F/C	WBE	2.71%	$ 46,978.97
Total MBE Participation			15.93%	$ 276,132.12
Total WBE Participation			8.90%	$ 154,263.20
Total OBE Participation			16.19%	$ 280,709.28
Subtotal Subconsultant Participation			**41.03%**	**$ 711,104.60**
Prime Participation			58.97%	$ 1,022,228.62
Total Invoiced to Date of Phase I and Phase II				**$ 1,733,333.22**

*1 Kanda & Tso Associates are listed twice because they were originally OBE and became certified MBE on September 11, 2007.
*2 Tracy A. Stone Architect is listed twice because she was originally OBE and became certified WBE on July 26, 2004.

With this Amendment, the following is the pledged subconsultant participation:

Table II				
Subconsultants	**Gender/ Ethnicity**	**MBE/ WBE/ OBE**	**(%) of Revised Task**	**Revised Task Amount**
Ashba Engineers Limited	F/C	WBE	4.27%	$ 83,982.07
Cornerstone Studios	F/APA	WBE	1.57%	$ 30,852.16
Cornerstone Studios	F/APA	MBE	0.89%	$ 17,475.00
Construction Specifications Services	M/AA	MBE	0.77%	$ 15,208.87
CTG Energetics, Inc.		OBE	3.77%	$ 74,185.94
Gillette Associates		OBE	1.39%	$ 27,260.00
Gotama Building Engineers, Inc.	F/APA	MBE	9.49%	$ 186,669.25
JMD Engineering, Inc.	M/HA	MBE	1.88%	$ 36,915.00
Kanda & Tso Associates		OBE	3.85%	$ 75,822.34
Kanda & Tso Associates	M/APA	MBE	2.14%	$ 42,090.00
Kevin A. Smola		OBE	2.40%	$ 47,195.00
Shimahara Illustrations		OBE	0.38%	$ 7,500.00
Tracy A. Stone Architect		OBE	4.19%	$ 82,470.00
Tracy A. Stone Architect	F/C	WBE	4.05%	$ 79,578.97
Total MBE Participation			15.17%	$ 298,358.12
Total WBE Participation			9.88%	$ 194,413.20
Total OBE Participation			15.98%	$ 314,433.28
Subtotal Subconsultant Participation			**41.03%**	**$ 807,204.60**
Prime Participation			58.97%	$ 1,160,077.40
Contract Amount *				**$ 1,967,282.00**
Contingency				$ 197,000.00
Total Budget Authority				**$ 2,164,282.00**

* Participation percentages were calculated using the contract amount.

During its review of this report, the OCC discovered several reporting errors pertaining to the following subconsultants:

1. Construction Specifications Services
2. Gotama Building Engineers, Inc.
3. Kanda & Tso Associates
4. Tracy A. Stone Architect

The following is an explanation of these discrepancies:

1. There was a discrepancy in listing the subconsultants in Amendment No. 1 and Amendment No. 2:

"Construction Specifications Services" and "CSpecs" were listed separately as two different subconsultants in Amendment No. 1 and then were listed as one subconsultant, "CSpecs (Construction Specifications Services)", in Amendment No. 2. This was an error. The subconsultant listing should only have stated "Construction Specification Services". Additionally, in the first two Amendments, "Construction Specifications Services" was incorrectly credited with an M/APA certification. That has been corrected to an M/AA certification with this Amendment.

2. Gotama Building Engineers, Inc. is certified as both MBE and WBE. For Amendment No. 1 and Amendment No. 2, the subconsultant was credited as a WBE and an MBE, respectively. Based on their past invoices, the subconsultant should have been credited as an MBE; therefore, this Amendment will report Gotama Building Engineers, Inc. as an MBE subconsultant.

3. Kanda & Tso Associates' participation credit was correctly reported as an OBE for Amendment No. 1, but incorrectly reported as an MBE for Amendment No. 2. Based on this subconsultant's past invoices, staff corrected the participation credit based on their certification for this Amendment.

4. Tracy A. Stone Architect's total participation credit was incorrectly reported as a WBE for Amendment No. 1 and as an OBE for Amendment No. 2. However, this subconsultant became certified near the end of work performed in Phase 1 (Amendment No.1) and therefore should have been credited both as an OBE and WBE for both Amendment Nos. 1 and 2. Based on this subconsultant's past invoices, staff corrected the participation credit for this Amendment.

Additionally, the following subconsultants, Cornerstone Studios, CTG Energetics, Inc., Construction Specifications Services, Kanda & Tso Associates, and Gillette Associates will not meet their previously pledged participation amounts due to City reductions in their scope of work. The original scope of work was to provide a complete renovation of the entire facility, but as stated previously in this report, the building renovation was removed from the scope of work.

Compliance with City Policies and with the Board's 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; First Source Hiring Ordinance; and Discount Terms. Failure to comply with all requirements will render the Consultant's Contract subject to termination pursuant to the conditions therein.

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, Choy Associates, Inc. currently staffs two employees, of which none reside in Los Angeles or zero percent of their workforce.

Contractor Performance Evaluation
The quality of the work performed by Choy Associates Inc. will be monitored in accordance with the Contractor Evaluation Ordinance No. 17308 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code [L.A.A.C.]) and the Rules for Evaluation of Service Contractors which require Departments to prepare performance evaluations upon completion of all service contracts over $25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, BCA upon completion of this contract. The critiques are kept on file by the Bureau of Contract Administration, Special Research & Investigation Section for reference by other City Departments and agencies.

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

Notice of Intent to Contract and Charter Section 1022 Determination
The required Notification of Intent to Contract form was submitted to the City Administrative Officer (CAO) on June 11, 2014. The Personnel Department indicated on July 25, 2014, that this time-only amendment did not require completing another Charter Section 1022 determination and the CAO office was so informed.

City Attorney Review
The proposed Amendment has been reviewed and approved as to form by the City Attorney's Office.

STATUS OF FUNDING

This Amendment increases the contract amount by $171,913 with a contract ceiling amount of $2,164,282. Funding for the $171,913 is available in Fund No. 15L, Department 50, Appropriation Unit No. 50TPAD. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(ATK RMK JKS DJW WFB)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bond Programs Division

Allan T. Kawaguchi, PE
Program Manager
Phone No. (213) 485-4687

Compliance Review performed
and approved by:

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

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer

John L. Reamer, Jr.
Inspector of Public Works

Statement as to Funds approved by:

#171,913 - 15L/60 ETPAD

Victoria A. Santiago, Director
Office of Accounting
Date: 8/24/15

ATK/AE/08-2015-0138.BPD.ldm

Questions regarding this
report may be referred to:
Alan Espiritu, CEA II
E-mail: Alan.Espiritu@lacity.org
Phone No. (213) 847-1696

BOARD OF PUBLIC WORKS
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BUREAU OF
ENGINEERING
VITALY B. TROYAN, P.E.
CITY ENGINEER
650 SOUTH SPRING ST., SUITE 200
LOS ANGELES, CA 90014-1911

RECEIVED
SEP 11 2002
Choy Associates

September 4, 2002

Mr. Barton Choy
Choy Associates
901 E. El Centro St.
South Pasadena, CA 91030

Dear Mr. Choy:

TASK ID NC001 – NORTH CENTRAL ANIMAL SERVICES CENTER RENOVATION AND EXPANSION (W.O. E170053A) - PAYMENT SCHEDULE AMENDMENT

On 5/15/02, Choy Associates was notified on the City initiated Scope of Work Revisions (dated 5/12/02 – See Attachment sent by Ted Allen) to the Project Task Order (signed 3/29/02).

The agreed Amendments to the Payment Schedule are based on Scope of Work Revisions (dated 5/12/02 – See Attachment sent by Ted Allen), Schematic Design review comments, and our 8/8/02 meeting and include all works performed as to the dated of this memo. Since it was agreed that there will no delay in the project delivery, the Approved Project Schedule remains the same.

The SECTION III – PAYMENT SCHEDULE is amended as follows:

The CITY agrees to pay the CONSULTANT a not to exceed sum of ***$1,254,500.00*** for the DESIGN SERVICES performed as follows:

1. For all the CONSULTANT's basic services, except the other services, a fee of ***$779,000.00*** 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 ***$9,800,000.00*** 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.

TRANSMITTAL NO. 3

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste.

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 ***$58,550.00*** (50% of the Schematic Design fee).

3. No Change

4. No Change

5. No Change

6. A fee of ***$196,000.00*** 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 ***$98,000.00*** 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 ***$98,000.00*** 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. No Change

10. No Change

11. No Change

12. No Change

13. No Change

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%	*$23,420.00*
Cultural Affairs – Conceptual Approval	4%	*$46,840.00*
CITY ENGINEER Approval	4%	*$46,840.00*
2. SCOPE OF SERVICES, Section I, Part B (Design Development Phase)		
Cultural of Affairs Approval – Final	5%	*$58,550.00*
CITY ENGINEER approval	10%	*$117,100.00*
3. SCOPE OF SERVICES, Section I, Part C (Construction Document Phase)		
50% Construction Documents (Approved by CITY ENGINEER)	15%	*$175,650.00*
100% Construction Documents (Approved by CITY ENGINEER)	20%	*$234,200.00*
Plan Check and Permit & Plan Correction Completion	10%	*$117,100.00*
4. SCOPE OF SERVICES, Section, Part E (Construction Administration Phase)		
Award of Contract Administration (Notice to Proceed issued to Contractor)	3%	*$35,130.00*
25% Completion of Construction	5%	*$58,550.00*
50% Completion of Construction	5%	*$58,550.00*
75% Completion of Construction	5%	*$58,550.00*
100% Completion of Construction	5%	*$58,550.00*
5. SCOPE OF SERVICES, Section I, Part F		
Completion of Record Drawings	5%	*$58,550.00*
6. SCOPE OF SERVICE		
Receipt of LEEDS Certificate	2%	*$23,420.00*
TOTAL	[illegible]	[illegible]

Phase of Services	Lump Sum	Design Fees
7. SCOPE OF SERVICES, Section I, Part A Study Massing Model	LS	$6,000.00 (No Change)
8. SCOPE OF SERVICES, Section I, Part B Photographs of Rendering, Color Photographs and colored floor plans, copies and frames.	LS	$7,500.00 (No Change)
9. SCOPE OF SERVICES, Section I, Part A, B, & C Cost Estimates	(Not to Exceed)	$30,000.00 (No Change)
10. SCOPE OF SERVICES Reimbursable Direct Printing Costs and Other Reimbursable Costs.	(Not to Exceed)	$40,000.00 (No Change)
SUBTOTAL		$83,500.00 (No Change)
GRAND TOTAL		$1,258,500.00

Upon receipt, if you have any questions, comments, or corrections, please contact Jin Kim at (213) 580-6864 or contact via e-mail at jkim@eng.lacity.org . Otherwise, please send a letter of concurrence.

Sincerely,

Jin Kim, Project Manager
Animal Facilities Bond Program
Bureau of Engineering

Enclosure – Scope of Work Revisions (dated 5/12/02 by Ted Allen)

cc: Linda Gordon, DAS
Kiran Vohra, Program Manager
Cathie Santo Domingo, Project Manager
Bertha Jackson
File

AMENDMENT NO. 4

to

Contract No. C-102336

Between

CITY OF LOS ANGELES

and

CHOY ASSOCIATES, INC

for the

2000 ANIMAL BOND PROGRAM

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TRANSMITTAL NO. 9

AMENDMENT NO. 4 TO CONTRACT NO. C-102336, FOR DESIGN SERVICES BETWEEN THE CITY OF LOS ANGELES AND CHOY ASSOCIATES, INC.

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

WITNESSETH

WHEREAS, CITY 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 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 CITY and CONSULTANT have agreed to extend the term of the Contract by 16 additional months through June 30, 2020; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, (hereinafter referred to as "BUREAU"), is the Program Manager and oversees the CONSULTANT'S performance of this Contract; 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 Amendment No. 4, Contract No. C-102336 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**

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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, 2015 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 June 30, 2020 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:

A. Termination for Convenience

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. 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 effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is

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

B. Termination for Breach of Contract

1. Except 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, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements

3. 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 CITY may immediately terminate this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

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5. Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this

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section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. 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 had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of 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.

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

ARTICLE 9 **SUBCONTRACT APPROVAL**

No Change

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

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ARTICLE 14 **WARRANTY AND RESPONSIBILITY OF CONSULTANT**

No Change

ARTICLE 15 **OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

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

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.

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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.

15.1.7 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

15.2 Intellectual Property Warranty

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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.

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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**

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

MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

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C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 17 **MINORITY, WOMEN AND OTHER BUSSINESS ENTERPRISE OUTREACH PROGRAM**

No Change

ARTICLE 18 **SUCCESSORS AND ASSIGNS**

No Change

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

No Change

ARTICLE 20 **FORCE MAJEURE**

Article 20 is hereby amended in its entirety to read as follows:

EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a

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Subconsultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Subconsultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

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 BUISNESS TAX REGISTRATION CERTIFICATE REQUIRED**

No Change

ARTICLE 26 **BONDS**

No Change

ARTICLE 27 **CHILD SUPPORT ASSIGNMENT ORDERS**

No Change

ARTICLE 28 **COMPLIANCE WITH YEAR 2000**

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No Change

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

Article 29 is hereby amended in its title and content to read as follows:

LIVING WAGE ORDINANCE

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 30 **AMERICAN WITH DISABILITIES ACT**

Article 30 is hereby amended in its title and content to read as follows:

ACCESS AND ACCOMMODATIONS

CONSULTANT represents and certifies that:

A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California

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Title 24, Chapter 11, or other applicable federal and state law.

CONSULTANT understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 31 **EQUAL BENEFITS ORDINANCE**

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**

Article 36 is hereby amended in its title and content to read as follows:

BEST TERMS

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

ARTICLE 37 **CONTRACTOR PERFORMANCE EVALUATION**

No Change

ARTICLE 38 **SLAVERY DISCLOSURE ORDINANCE**

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Article 38 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 39 **CONTRACTOR RESPONSIBILITY ORDINANCE**

No Change

ARTICLE 40 **AFFIRMATIVE ACTION**

No Change

ARTICLE 41 **FALSE CLAIMS ACT**

No Change

ARTICLE 42 **EQUAL EMPLOYMENT PRACTICES**

ARTICLE 43 **FIRST SOURCE HIRING ORDINANCE**

Article 43 is hereby amended in its entirety to read as follows:

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 44 **IRAN CONTRACTING ACT OF 2010**

No Change

ARTICLE 45 **BIDDER ETHICS**

Article 45 is hereby amended in its title and content to read as follows:

RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and

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requires approval by an elected CITY office, CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S Subconsultants expected to receive at least $100,000 for performance under the Contract, and the principals of those Subconsultants (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subconsultant expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subconsultant on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

The Contract is hereby amended to include the following articles:

ARTICLE 46 **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 47 **SUSPENSION**

At CITY'S sole discretion, CITY may suspend any or all services provided

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under this Contract by providing CONSULTANT with written notice of suspension. Upon receipt of the notice of suspension, CONSULTANT shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

ARTICLE 48 **DATA PROTECTION**

A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

ARTICLE 49 **CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

ARTICLE 50 **LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT**

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TO CONSULTANT

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

ARTICLE 51 **COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 52 **COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and

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Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 53 **POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 54 **CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

ARTICLE 55 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 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 56 **DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section

10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed on November 15, 2001, including Amendment No. 1 that was signed by the City on April 18, 2007, Amendment No. 2 that was signed by the City on February 1, 2011, and Amendment No. 3 that was signed by the City on August 31, 2015, remains unchanged.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the day and year written below.

CHOY ASSOCIATES, INC.

By:

Title:
Date:

CITY OF LOS ANGELES

By:

Title: President, Board of Public Works
Date:

By:

Date:

ATTEST:
HOLLY WOLCOTT, City Clerk

By:
Date:

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By:
Title: Assistant City Attorney
Date:

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